

PUBLIC
DOCUMENTAGREEMENT

THIS AGREEMENT is made effective as of June 1, 1978, by and between The Anaconda Company ("Anaconda"), and Rico Argentine Mining Company, ("RICO"), Division of Crystal Exploration and Production Company.

1. RICO shall make available to Anaconda those mineral and surface rights to properties described in Section I and II of Exhibit "A", and the mineral rights only to the Town properties described in Section III of Exhibit "A", referred to as the "Property".

2. The initial term of the Agreement shall extend from the effective date until December 1, 1978. Anaconda shall pay RICO \$100,000.00 upon execution of this Agreement as consideration for the rights granted to Anaconda during the initial term.

3. Anaconda may extend this Agreement for a one-year period, from December 1, 1978, through November 30, 1979 (the "First Extension Period") by agreeing to perform exploration work on the Property of a cost equal to at least \$200,000.00

4. If Anaconda has performed exploration work on the Property at a cost of at least \$400,000.00 during the First Extension Period, Anaconda may extend this Agreement for a period from December 1, 1979, through November 30, 1980 (the "Second Extension Period") by agreeing to perform exploration work on the Property of a cost equal to at least \$200,000.00

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5. If Anaconda has performed exploration work on the Property at a cost of at least \$500,000.00 during the Second Extension Period, Anaconda may extend this Agreement for a period from December 1, 1980, through November 30, 1981, by agreeing to perform exploration work on the Property of a cost equal to at least \$200,000.00.

6. Any time during the term of this Agreement, Anaconda shall have the right to acquire an interest in the Property, subject to the following conditions:

The procedure for acquiring the Property shall be commenced by Anaconda notifying RICO in writing of Anaconda's intention to acquire the Property. RICO shall then notify Anaconda, in writing, within sixty (60) days from the receipt of Anaconda's notice, as to whether RICO elects to sell the Property to Anaconda for a purchase price of \$5,000,000.00 for all of RICO's interest in the Property, or whether RICO elects to sell the Property to Anaconda for a purchase price of \$2,000,000.00 for all of RICO's interest in the Property subject to the reservation by RICO of a 7.5% net profits royalty in all production from the Property. The net profits royalty shall be calculated by deducting "Chargeable Expenditures," meaning all costs and expenses for exploring, developing, mining, processing, transporting and marketing of ores from the Property from

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all "Gross Proceeds", meaning the proceeds derived from the sale of all minerals produced from the Property.

If RICO fails to notify Anaconda of its election, Anaconda shall have the right to choose either of the above interests.

7. Creditable expenditures for the exploration commitments described in Paragraphs 3, 4, and 5 above shall include all expenses directly related to work on the Property, including expenditures which would be claimed for annual work requirements for the Property, and costs directly related to the Property for geological and laboratory analyses, drafting, aerial photography, airborne geophysical surveys and related work. Creditable expenditures shall not include Anaconda's indirect corporate overhead expenses.

Should Anaconda's exploration expenditures in any extension period exceed the minimum requirements for that period, such excess expenditures may be credited toward required expenditures for subsequent extension periods. Conversely, the failure of Anaconda to make the minimum expenditure required in any one year shall constitute a default of this Agreement. Anaconda may, at its election, make a cash payment to RICO equal to the unspent portion of the exploration commitment for the initial term or any extension period hereof in lieu of performing all or part of the exploration work required for any extension of this Agreement. Such payment shall be made within 60 days after the expiration of the initial term or any extension period hereof.

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8. During the term of this Agreement, Anaconda shall have the right to exclusive possession of the Property, with the exception of the Town Property described in Section III of Exhibit "A" and the pile of iron oxide material lying on the property and the exclusive right, through its authorized agents, employees, contractors and representatives to enter into and upon the Property for all purposes of this Agreement, including, but without being limited to, the right to prospect, explore, drill, trench, excavate, test pit, sample and conduct any and all exploration and development activities for the purpose of determining the mineral and/or metal content of the Property.

While this Agreement remains in effect, Anaconda shall have the right to remove from the Property, all such materials and minerals as it deems necessary to properly test and explore the Property, but shall not remove materials or minerals for sale. RICO shall have the right to remove any or all of the pile of iron oxide material. All work performed by Anaconda pursuant to this Agreement shall be conducted in an efficient miner-like manner, and all operations will be conducted in accordance with all applicable governmental laws, rules and regulations.

9. During the term of this Agreement, Anaconda shall have the right to use all structures and facilities of RICO located on the Property. Anaconda shall pay all utility costs for such facilities. RICO shall provide office space, core storage space and laboratory facilities as exist within the city limits at Rico at the date of this Agreement. Anaconda shall pay Rico \$2,500.00 per month payable on the first day of each month in advance beginning June 1, 1978, as consideration for such

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facilities. RICO shall pay the utility costs for such facilities except for telephone service costs which shall be paid by Anaconda.

10. During the term of this Agreement, Anaconda shall be responsible for the payment of all ad valorem taxes levied or assessed on the Property, except for ad valorem taxes on the surface estate reserved by RICO. Anaconda shall also perform and file documents reciting all necessary assessment work for the Property.

11. In the event of any default by Anaconda in the performance of its obligations hereunder, RICO shall give to Anaconda written notice to cure the default. If the default is not cured within sixty (60) days after the receipt of the notice, and if Anaconda has not within that time begun action to cure the same and does not thereafter diligently prosecute such action to completion, RICO may terminate this Agreement by written notice to Anaconda, subject to Anaconda's right to remove its property and equipment from the Property, as provided below. RICO shall have no right to terminate this Agreement except as set forth in this paragraph.

Anaconda shall have the right to terminate this Agreement at any time after performing all required work. At the time of such termination by Anaconda, RICO shall then regain full ownership of the Property.

12. Upon execution of this Agreement, RICO shall make

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available to Anaconda all geological, geophysical, geochemical, drill core, assay, engineering, legal, metallurgical and other pertinent reports, maps, property appraisals and other data concerning the Property that RICO has in its possession or has a right to obtain from third parties.

13. Anaconda shall, within forty-five (45) days following the end of each extension period, furnish RICO a schedule of expenditures for exploration work on the Property during the previous year. If no exceptions are made by RICO within forty-five (45) days to the schedule, RICO will be deemed to have accepted the expenditures as submitted by Anaconda.

14. RICO covenants and represents that it owns the Property free and clear of all liens, encumbrances, and conflicts of community property interests, or other interests, and that it has full power and authority to enter into this Agreement.

15. In the event that RICO desires to assign or otherwise transfer all or a portion of its interest in the Property other than its surface estate within the limits of the City of Rico, Colorado, RICO shall first offer to sell such interest to Anaconda. RICO shall give notice to Anaconda of its intention to sell its interest ("Offered Interest") and the price, terms and conditions of such sale. RICO shall not disclose to third parties, including potential transferees, any information considered confidential under the terms of this Agreement without having first obtained the consent of

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Anaconda which consent shall not be unreasonably withheld. Within thirty (30) days following the receipt of the above notice, Anaconda shall have the right to purchase the Offered Interest from RICO. In the event that Anaconda shall not elect to purchase the Offered Interest during the aforementioned thirty (30) day period or fails to respond during this period, then RICO shall have the right for a period of six (6) months after the end of such thirty (30) day period to sell the Offered Interest to a third party upon price, terms and conditions not different from those offered to Anaconda.

In the event of assignment pursuant to this Section, all of the terms and conditions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

16. Either party may transfer or assign its interest in the Property and in this Agreement to a subsidiary or affiliate company upon having first received the consent of the other party, which consent shall not be unreasonably withheld.

17. Anaconda shall have the right to assign or subcontract to others the performance of exploration and development work hereunder, subject to all of the terms of this Agreement but no such assignment or subcontract shall relieve Anaconda of its obligations hereunder.

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18. The parties shall, upon request of either party, execute and acknowledge a Memorandum of Agreement for the purpose of recordation which will refer to and incorporate this Agreement therein by reference and state therein generally the description of the Property, the term allowed for exploration, the parties and an address where a copy of this Agreement is available for inspection.

19. In the event a controversy concerning this Agreement arises between RICO and Anaconda, the rights and obligations of the respective parties will continue uninterrupted notwithstanding any controversy between them until such time as said controversy shall have been finally settled by mutual agreement, arbitration or judicially.

20. Information concerning this Agreement and related activities shall be voluntarily released only upon mutual agreement between RICO and Anaconda except as counsel for either party may deem legally necessary, in which event such party shall notify the other party, in advance of the time, contents of and specific legal reasons for such release.

21. Any notice required or permitted to be given hereunder shall be deemed properly given upon delivering the same personally to the party to be notified, or upon mailing such notice, by registered or certified mail, return receipt requested, to the party to be notified, at its address hereafter set forth, or such other address within the United States of America as the party to be notified may have designated prior thereto by written notice to the other.

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RICO ARGENTINE MINING COMPANY
DIVISION OF CRYSTAL EXPLORATION
AND PRODUCTION COMPANY
P. O. Box 21101
SHREVEPORT, LOUISIANA 71120

THE ANACONDA COMPANY
Manager of Mineral Lands
660 Bannock Street
Denver, Colorado 80204

22. If Anaconda shall be prevented from performing any work under the provisions of this Agreement by reason of any strike, accident, fire, explosion, flood, earthquake, mobilization, war, hostility, riot, rebellion, revolution, blockade, or requirement, regulation, or other act of agency, court, government or governments, whether legal or otherwise, acts of public enemies, the elements, not reasonably within the control of Anaconda which delays or interferes with the work of Anaconda, then and in all such cases and upon prompt notice thereto to RICO, such acts or events shall be considered sufficient justification for delay of Anaconda in its performance under the terms hereof and the dates of this Agreement shall be extended for the period of such delay or delays, except in the case of delays occasioned by governmental requirement or regulation in which event, if Anaconda fails to comply with said governmental requirement or regulation within ninety (90) days or within such other time frame to which the parties may agree, then RICO shall have the option to terminate this agreement.

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23. RICO's authorized agent or agents shall have the right at all reasonable times to enter on the Property to examine and inspect facilities constructed or used thereon, provided that such inspection shall not unreasonably interfere with the exploration and/or development work of Anaconda.

24. This Agreement shall be governed by and construed under the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement the day and year first above written.

RICO ARGENTINE MINING COMPANY,
Division of Crystal Exploration and
Production Company

By Robert F. Roberts
Robert F. Roberts
Its PRESIDENT

THE ANACONDA COMPANY

By A. Barker
Its VICE President

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EXHIBIT "A"

SECTION 1: PATENTEND CLAIMS

<u>CLAIM</u>	<u>PATENTED NO.</u>
A.B.G.	6726
AETNA	6796
IMP	6796
SAWTOOTH	6796
UTE	6796
ALLEGHANY	1255
ALTA 3/4	6191
APEX	11583A
ARGENTINE	15233
CASHIER	15233
HUMBOLDT	15233
JAMES G. BLAINE	15233
WORLDS FAIR	15233
ASPEN	6512
LAST CHANCE	6512
AVALANCHE	1682
AZTEC M.S.	367B
BALD EAGLE	10122
CALEDONIA	10122
LITTLE JOHNNY	10122
BARNUM	7365
BIG BLUE	7365
CROWN POINT	7365
BED ROCK	8030
BELL	5911
BIG STRIKE 1/2	7601
DENVER	7601
INDEPENDENT	7601
BLACK CHIEF	1649
BLACK CLOUD	8098
PEWTER DOLLAR	8098
BLACK GEORGE	2485
BLACK HAWK	2060
BACK HAWK EXT.	20568
DEVIDE	20568
TRAILS END	20568
BLACK NIGHT	8135
BOURBON	5132
EXCHEQUER	5132
PREMIER	5132
BRITTLE SILVER	7458
BUEHLER	20738

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EXHIBIT "A"
SECTION 1

PAGE 2

<u>CLAIM</u>	<u>PATENTED NO.</u>
BULLION	7599
BURCHARD	8070
HARDSCABBLE	8070
LITTLE MAGGIE	8070
CASTLETON	20740
C.H.R.	20740
LITTLE JACK HORNER	20740
SLIDE	20740
SLIDE TOP	20740
TIMBERLINE	20740
TOM THUMB	20740
CATALPA	918
CATSKILL	7062
CEREBUS	19665
GOLIATH	19665
LITTLE CASPER	19665
X-RAY	19665
C.H.C. 15/16	1040
CLAN CAMPBELL	1897
COBBLER	5274
CONFIDENCE	6895
CONTACT	6895
CONFIDENCE	1447
CONNECTING LINK	7310
CONTENTION 2	7565
EVENING STAR	7565
CORNUCOPIA	11667
CREBEC	6130
CROSS	940
C.S.H.H.	6286
C.V.G.	6725
DAYTON	2540
DAYTON 2	11638
D. & B.B.	8339
D.P.	1980
DUDE	7049
DUDESS	7049
DURANGO	1441
EBY	7066
ECLIPSE 2/3	7289
ELLA D.	5659
ENTERPRISE	5916
ETHELENA 229/256	6136
E.R.G. 2/3	7013
H.B.	7013
EUREKA	6285
EUREKA	1880

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EXHIBIT "A"
SECTION 1

PAGE 3

<u>CLAIM</u>	<u>PATENTED NO.</u>
EXCELSIOR	1451 A
EXCELSIOR M.S.	1451 B
EXCELSIOR	8141
EXCELSIOR 2	8141
FALCON	2151
FLORENCE	1452 A
FLORENCE M.S.	1452 B
FRACTION	11814
GEM OF BEAUTY	1164
GENERAL LOGAN	2476
GENERAL HOWARD	2478
GENERAL SHERMAN	2477
GENERAL SHERIDAN	2479
GERTIE	781
GIPSEY	2499
G.L.P.	8017
HALF LOAF	8017
HAL POINTER	8017
HIGHLAND CHIEF	8017
LOWLAND CHIEF	8017
LITTLE GEORGE	8017
LITTLE GEORGE EXT.	8017
LITTLE LULU	8017
NANCY HANKS	8017
SHEHOCTON	8017
GOLDEN AGE	5956
GRAND VIEW	383
GULF	7111
SILVER GLANCE	7111
HARVEY	914
H.C.P.	7548
HELEN C.	7977
HIAWATHA	6393
HOMESTAKE & LITTLE CORA, PLACER	410
HONDURAS 1/2	7843
HOPE	939
INGERSOL	413
IRON CAP	1428
IRON ROD	8140
ISABELLA	2039
KEARNEY	5133

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EXHIBIT "A"
SECTION 1

PAGE 4

<u>CLAIM</u>	<u>PATENTED NO.</u>
KITCHEN	5917
LAST CHANCE	20567
LAST CHANCE	8622
LAST CHANCE	20388
LAURA	5913
LEAP YEAR	6105
LELIA DAVIS	1256
LILLIE BERNARD	6406
LITTLE CARRIE	6960
LITTLE MAGGIE	1211
LONE TREE	12303
LOOKOUT	1683
LOTA	6154
LOTTIE	8223
MAID OF AUSTRALIA	1587
MAJOR	384
MAMMOTH	20500
MARQUITA	1450
MARTHA	20619
MERVIN	20619
MARY	6205
MATCHLESS	6739
MELVINA	620
MERRIMAC	926
MILAN	1449
MISSOURI	7898
MONARCH	20387
MOUNTAIN BOY	20387
MOUNTAIN MONARCH	1454
MOUNTAIN SPRING	6129
MCINTYRE	12302
N.A. COWDREY	6317
NEW DISCOVERY	1461 A
NEW DISCOVERY M.S.	1461 A
NIGHTWATCH	5976
NORA LILLEY	1010
ONTARIO	5923
PAY MASTER	997 AM
PELICAN	363
PERU	1455
PHOENIX	362
PIGEON 5/8	665
PITTSBURGH	941
PLUTO 1/2	6985
PRINCETON 63/64	2258
REDEEMER	12304

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EXHIBIT "A"
SECTION 1

PAGE 5

<u>CLAIM</u>	<u>PATENTED NO.</u>
RICHMOND	6338
RICO	1859
ROBBER STATE	1464
ROGER TRICHBORNE	7784
ROYAL TIGER	1190
ROYAL TURK	8020
SILVER BELT	8020
SANTA CLARA	664
SELENIDE	7459
SILVER AGE	5831
SILVER CACHE	1655
SILVER GLANCE	6201
SILVER GLANCE 2	6201
SILVER GLANCE 4	7976
SKEPTICAL 1	1900
S.M.G.	7986
SNOWFLAKE	5909
SNOWFLAKE	6216
SONG BIRD	6392
SOUTH PARK 1/12	1563
STANLEY 1 2/3	6095
STANLEY 2 5/6	6095
STANLEY 3 2/3	6095
STAR	6199
STAR ROUTE	5970
STEPHANITE	7980
STONY POINT	1489
SWANSEA	434
SYNDICATE	2185 A
SUNUP	5910
THOMPSON	6394
TIP-TOP	1248
SANTA CRUZ	6132
TRIANGLE	20739
TRIANGLE	20347
UNCLE NED	915
UNDINE	1090
VESTAL	6252
WABASH	617
WEDGE	20348
WEIMAR	6513
WELLINGTON	2212
WIDE AWAKE	368
YELLOW JACKET	364
ZONA K.	8228
ZULA	1457

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22/10/2
claim 2

JL

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EXHIBIT "A"

SECTION II: UNPATENTED CLAIMS

<u>CLAIM</u>	<u>LODE</u>
ACE AMENDED	36-40-11
ALMA	30-40-10
ALMA	30-40-10
ALMA	26-40-11
ALMA	1-39-11
AMAZON AMENDED	1-39-11
ANACONDA	36-40-11
ANITA S.	25-40-11
ARTIC AMENDED SHAFT	25-40-11
AUGUST	24-40-11
B & B	25-40-11
BARNEY MCCOY	31-40-10
BEAULAH	31-40-10
BON ADVENTURE	1-39-11
BREWER	36-40-11
BULL ELK	36-40-11
CANTON	36-40-11
CARRENE	26-40-11
CHRISTMAS	36-40-11
CITY VIEW	31-40-10
CONCORDIA	31-40-10
DAWSON	35-40-11
DE COAR	35-40-11
DEVCE AMENDED	25-40-11
DOLORESRICO	35-40-11
DUNCAN	25-40-11
EARL ARTHUR	36-40-11
E.G. EYRE	36-40-11
ELK HORN	31-40-10
ELK HORN 1	36-40-11
ELLIS	36-40-11
FLORA 'FLORR'	19-40-10
FORTUNE	25-40-11
FRACTION	36-40-11
FRACTION 2	36-40-11
GERTRUDE	36-40-11
GODET AMENDED	24-40-11
GROUP TUNNELSITE	36-40-11
HAUSER	35-40-11
HEADLEY	36-40-11
HIBERNINA	36-40-11
HIDDEN TREASURER	32-42-10
HIDDEN TREASURER 1	24-40-10

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EXHIBIT "A"
SECTION II

PAGE 2

<u>CLAIM</u>	<u>LODE</u>
HUNT	36-40-11
HUNTER	35-40-11
I GOT IT	25-40-11
JAMES EDWARD	36-40-11
JANE	36-40-11
JOB COPPER AMENDED	36-40-11
JOYCE COUNTY	1-39-11
JUMBO 2	36-40-11
JUMBO 3	36-40-11
KATHERINE	35-40-11
KLONDYKE	24-25-40-11
LANCE	31-40-10
LEO 2	36-40-11
LEO 3	36-40-11
LEXINGTON TUNNEL	36-40-11
LEXINGTON TUNNEL SITE	36-40-11
LEXINGTON TUNNEL 1	36-40-11
LILLA D. AMENDED	24-25-40-11
LILLIAN	25-40-11
LINTHICUM	26-40-11
LITTLE BRYON	30-40-11
LOCKHART	36-40-11
LONG NIGHT	25-40-11
L.S. WOOD	36-40-11
LUZON	1-39-11
M & K	36-40-11
MADAM DE FARGE AMENDED	24-40-11
MANILA	1-39-11
MAUD MARSHALL	1-39-11
MC CLOSKEY	36-40-11
MC KILVEY	36-40-11
MEDITERRANEAN TUNNEL SITE	31-40-10
MEYER	26-40-11
MONTEZUMA	36-40-11
MOSSBACK	19-40-10
N & M	36-40-11
NUTMEG AMENDED	23-24-40-11
O. K.	35-40-11
OPHIR	19-30-40-10
OVERSIGHT AMENDED	25-40-11
POTTER	1-39-11
PRIMERCO	36-40-11
PRO PATRIA	36-40-11
PRO PATRIA TUNNEL SITE	36-40-11
PRO PATRIA 7	36-40-11
PRO PATRIA 8	36-40-11
PRO PATRIA 9	36-40-11 47

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EXHIBIT "A"
SECTION II

PAGE 3

<u>CLAIM</u>	<u>LODE</u>
PRO PATRIA 10	36-40-11
PRO PATRIA 11	36-40-11
PROTECTION	36-40-11
PROTECTION 1	26-40-11
PROTECTION 2	26-40-11
PROTECTION 3	26-40-11
PROTECTION 4	26-40-11
RAMCO 1	25-40-10
RAMCO 2 AMENDED	24-25-40-11
RAMCO 3	24-40-11
RAMCO 4 AMENDED	24-40-11
RAMCO 5 AMENDED	24-40-11
RAMCO 6 AMENDED	24-40-11
RAMCO 7	30-40-10
RAMCO 8	30-40-10
RAMCO 9 AMENDED	30-40-10
RAMCO 10	24-25-40-11
RAMCO 11	25-40-11
RAMCO 12	25-40-11
RAMCO 13	25-40-11
RAMCO 14	23-40-11
RAMCO 15	25-40-11
RAMCO 16	30-40-10
RAMCO 17	35-40-11
RAMCO 18	2-39-11
RAMCO 19	36-40-11
RAMCO 20	35-40-11
RAMCO 21	35-40-11
RAMCO 22	35-40-11
RAMCO 23	24-40-11
RAMCO 24	24-40-11
RAMCO 25	24-40-11
RAMCO 26	24-40-11
RAMCO 27	3-39-11
RAMCO 28	3-39-11
RAMCO 29	3-39-11
RAMCO 30	3-39-11
RAMCO 31	3-39-11
RAMCO 32	3-39-11
RAMCO 33	19-40-10
RAMCO 34	3-39-11
RAMCO 35	3-39-11 47

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EXHIBIT "A"
SECTION II

PAGE 4

<u>CLAIM</u>	<u>LODE</u>
RAMCO 36	3-39-11
RAMCO 37	34-35-40-11
RAMCO 38	34-35-40-11
RAMCO 39	34-35-40-11
RAMCO 40	34-35-40-11
RAMCO 41	34-40-11
RAMCO 42	3-39-11
RAMCO 43	3-39-11
RIDER	35-40-11
ROBERT E. LEE	30-40-10
ROCKY MOUNTAIN AMENDED	25-40-11
SACHEM	35-40-11
SALK LAKE	36-40-11
SCOTLAND	36-40-11
SEPTEMBER	24-40-11
T-S	36-40-11
TWILIGHT	35-40-11
TYDE	36-40-11
UNITA AMENDED	30-40-11
U. S. 1 AMENDED	30-40-10
U. S. 2 AMENDED	30-40-10
VAILE	36-40-11
VIRGINIA AMENDED	25-40-11
WALLACH	26-40-11
WAMBA	35-40-11
WILLIAM J. BRYAN	36-40-11
WILLIAMS	36-40-11
WILSON	36-40-11
WITTLE	1-39-11
WOLCOTT	36-40-11
SEWICKLEY	36-40-11
SHEARD AMENDED	36-40-11
SHIPMAN FRACTION	36-40-11
SHORTY AMENDED	30-40-10
SILVER CREEK	25-40-11
SILVER SWAN	1-39-11
SINOLOA AMENDED	25-40-11
SKYLINE	19-40-10
SLIDE	19-40-11
SNOWFLAKE	36-40-11
SUNDOWN	36-40-11

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EXHIBIT "A"
SECTION II

PAGE 5

<u>CLAIM</u>	<u>LODE</u>
SUNDOWN	36-40-11
SUNNYSIDE	30-40-10
TELLER	36-40-11
TOLL	36-40-11
YSABEL AMENDED	36-40-11
ZIG-ZAG AMENDED	24-25-40-11
ZIMMERMAN	26-40-11
✓ A.B.R.	1-39-11
CALIFORNIA	36-40-11
CHANCE	31-40-11
COMPROMISE	1-39-11
CONTENTION	1-39-11
D.H.M.	1-39-11
EIGHTY-SEVEN	31-40-11
FAT BOY	1-39-11
FRACTION 2	36-40-11
GRAVEYARD	1-2-39-11
JUMBO	1-39-11
LAST OPPORUNITY	1-39-11
LEAN BOY	1-39-11
LEO	36-40-11
LONE	36-40-11
MIKADO	SE SNOWSHOE
MONTEZUMA	36-40-11
N & G	1-39-11
OLD DISCOVERY	1-39-11
OLD HICKORY	1-39-11
REVENUE	31-40-10
SAWTOOTH	31-40-10
AETNA	31-40-10
SHOULDN'T WONDER	1-39-11
SILVER	31-40-10
SMUGGLER	35-40-11
SNOWSHOE	36-40-11
MIKADO	36-40-11
SULPHATE	36-40-11
SUNDOWN	36-40-11
TERRECERO	36-40-11
U. S. GRANT	36-40-11
WHEELER	31-40-10
WONDER	31-40-10

41 214 unpat.

RCT 000001758

RAM01430

EXHIBIT "A"

SECTION III: TOWN PROPERTY (MINERAL RIGHTS ONLY,
EXCLUDE SURFACE RIGHTS)

BLOCK 1	LOTS 3,4 LOTS 5,6 LOTS 17 THRU 20 LOTS 21,22 LOTS 34 THRU 38 LOTS 39,40
BLOCK 2	LOTS 9,10 LOTS 11,12 LOTS 16,17,18
BLOCK 4	LOTS 4,5 LOTS 29,40
BLOCK 5	LOTS 12,13,14 LOTS 25 THRU 31
BLOCK 6	N. 19 FT. LOT 29, LOT 30 LOTS 31,32 LOTS 39,40
BLOCK 7	LOTS 21,22
BLOCK 8	LOTS 19,20
BLOCK 10	LOTS 17 THRU 26 LOTS 29 THRU 40
BLOCK 11	LOTS 1,2 LOTS 3,4 LOTS 11 THRU 20 LOTS 21 THRU 28 LOTS 29 THRU 32 LOTS 33,34
BLOCK 12	LOTS 2,3,4 LOTS 17 THRU 20 LOTS 23 THRU 26 LOTS 31 THRU 36 E. 75 FT., LOTS 37,38,39,40
BLOCK 13	LOTS 39, 40
BLOCK 14	LOTS 1,2,3 LOTS 4,5,6 LOT 7 LOTS 8 THRU 12 LOTS 13 THRU 16 LOTS 21,22,23 LOTS 24,25 LOTS 26 THRU 29 LOTS 30,31 LOTS 32,33 LOTS 34,35 LOT 36 LOTS 37,38,39,40

RCT 000001759

RAM01431

EXHIBIT "A"
SECTION III

PAGE 2

BLOCK 15	LOTS 6,7 LOTS 15,16 N. 3/4 FT. LOT 17 LOTS 33,34
BLOCK 16	LOTS 1 THRU 4 LOTS 36,38
BLOCK 17	LOTS 1,24,25
BLOCK 18	LOTS 10 THRU 14 LOTS 15 THRU 24 LOTS 26,27 LOTS 28 THRU 40
BLOCK 19	LOTS 1,2,3 LOTS 6,7,8,9 LOTS 11,12 LOTS 30 THRU 34 LOTS 37 THRU 40
BLOCK 20	LOTS 9,21,22,28 LOTS 31,32,33 LOTS 36,37,38
BLOCK 21	LOTS 4 THRU 15 LOTS 16,17 LOTS 18,19,20 LOTS 21,22 LOT 23 LOT 24 LOTS 25 THRU 38 LOTS 37, 38 LOT 39 LOT 40
BLOCK 22	LOTS 1 THRU 10 E 1/2 LOTS 17,18,19,20 LOTS 24,25,26 LOTS 27,28 LOTS 29 THRU 40
BLOCK 23	LOTS 1 THRU 8 LOTS 16,17,18,19,20
BLOCK 24	LOT 21 LOTS 22,23,24 LOT 25 LOTS 26 THRU 30 LOT 32 LOTS 33,34,35,36
BLOCK 25	LOT 5 LOTS 6 THRU 20 LOTS 21 THRU 34 LOTS 35 THRU 40

RCT 000001760

RAM01432

EXHIBIT "A"
SECTION III

PAGE 3

BLOCK 28	LOTS 1 THRU 20
BLOCK 29	LOTS 1 THRU 5
BLOCK 30	LOTS 3,4,5,6
BLOCK 38	LOTS 21 THRU 40
BLOCK 39	LOTS 1 THRU 40
BLOCK A	LOTS 13,38
TRACT A	ADJOINS BLOCK 12
TRACT B	ADJOINS BLOCK A
TRACT C	ADJOINS BLOCK 19 and
	COLUMBIA MILLSITE TRACT
TRACT D	ADJOINS ELLIOT MILLSITE TRACT,
	JOB COOPER TRACT and COLUMBIA
	MILLSITE TRACT.
R.G.S.	5.00 ACRES
MAX BOEHMER TRACT	7.40 ACRES
RICO SMELTING CO. TRACT.	2.48 ACRES
A.E. ARMS TRACT	4.00 ACRES
PASEDNA MILL PROPERTY	
NORTH A.E. ARMS TRACT	13.11 ACRES
SOUTH A.E. ARMS TRACT	5.29 ACRES
TREMBLE TRACT	3.90 ACRES
ROYS TRACT (LESS 110'x140')	10.807 ACRES
R.G.S. TRACT SOUTH	1.00 ACRES
THOMPSON TRACT	1.68 ACRES
WINKFIELD TRACT SOUTH	4.495 ACRES
GRAVEY ARD TRACT	7.81 ACRES
F.G. DAY TRACT	3.972 ACRES
WARNER K. PATRICK TRACT	2.78 ACRES
PASEDNA REDUCTION TRACT	4.48 ACRES
GROUP TRACT	13.788 ACRES
RIO GRANDE RAILROAD RIGHT OF WAY	

<u>CLAIM</u>	<u>PATENTED NO.</u>
GROUP MILL SITE	11583 B
ATLANTIC CABLE	1136
CHESTNUT	435
COLUMBIA M.S.	365 B
EIGHTY-EIGHT	7348
ELLIOT	1536 A
ELLIOT M.S.	1536 B
EVENING CALL	8029
FRANKLIN 3/4	564

RCT 000001761

RAM01433

EXHIBIT "A"
SECTION III

PAGE 4

<u>CLAIM</u>	<u>PATENTED NO.</u>
GOLDEN FLEECE	2261
GULCH	1513
HILLSIDE	7994
HILLSIDE 2	7994
HOME	8031
SAM PATCH	8031
LUCY	1456
MILLIE	7988
NEWMAN M.S.	436 B
NEWMAN	436 A
NEW YEAR	1538
RIVERSIDE	590
SHAMROCK	5832
SMUGGLER	5912
TELEGRAPH	780
W.L. STEPHANS	7017
YANKEE BOY	6969

RCT 000001762

RAM01434

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT is made and effective this 2nd day of October, 1978, by and between THE ANACONDA COMPANY (Anaconda) and RICO ARGENTINE MINING COMPANY (Rico), a Division of Crystal Exploration and Production Company.

Anaconda and Rico hereby amend the Agreement effective June 1, 1978 and made by and between The Anaconda Company and Rico Argentine Mining Company (Agreement) as follows:

1. Pursuant to Rico's obligation under Section 1 of the Agreement to make certain mineral properties available to Anaconda for inspection and exploration, Rico shall repair and renovate the Saint Louis Adit (Adit) of the Argentine workings near Rico, Colorado to a sufficient degree to allow Anaconda employees safe entrance to do underground mapping and sampling. Rico shall also repair and renovate an access from the Adit through the Argentine working to the surface. It is contemplated that his work will consist primarily of draining water from the Adit, clearing debris from the Adit, replacing timbers in the Adit and replacing ladders and steps in the access from the Adit through the Argentine workings to the surface.

RCT 000001763

2. Rico shall commence the work contemplated herein, on or about October 15, 1978. The work shall be completed within forty-five (45) calendar days after commencement.

3. As consideration for this Amendment No. 1 to Agreement, Anaconda shall reimburse Rico accordingly:

(a) \$64.00 per day per man actually performing the work contemplated herein,

(b) The actual costs of any materials procured by Rico and left in the workings that are part of the renovation effort in the Adit or access. This would include such items as new timbers and new ladders.

4. In the performance of the work contemplated herein, Rico shall provide:

(a) All tools, equipment and supplies necessary to properly and safely complete the work;

(b) All materials necessary to properly and safely complete the work; and

(c) A two-man crew to work one shift per day and all necessary support items for that crew.

5. Rico shall be responsible for completing the work in a safe and minerlike manner. Rico shall be solely responsible for total compliance with the Federal Mine Safety and Health Act Amendments of 1977 (MSHA), all rules

RCT 000001764

and regulations promulgated pursuant to MSHA and all other federal, state or local laws, rules or regulations pertaining to mine safety. Rico shall also be responsible for obtaining, from all federal, state and local governmental units or agencies, all permits, authorizations or approvals necessary to legally and properly conduct the work contemplated herein.

6. Rico shall invoice Anaconda no later than thirty (30) days after satisfactory completion of all work contemplated herein. Such invoice shall itemize all charges to be paid by Anaconda, and shall include time sheets, statements, invoices or other items to verify the charges. The invoice shall be paid within forty-five (45) days after receipt by Anaconda.

7. The notice address for Anaconda as set forth in Paragraph 21 of the Agreement shall be changed to:

THE ANACONDA COMPANY
Mineral Resources Group
Manager of Mineral Lands
555 Seventeenth Street
Denver, Colorado 80217

8. Except as provided in this Amendment No. 1 to Agreement, the Agreement shall remain in full force and effect.

The parties hereto, hereby execute the foregoing

RCT 000001765

Amendment No. 1 to Agreement the day and year first above written.

RICO ARGENTINE MINING COMPANY
Division of Crystal Exploration
and Production Company

By Robert F. Roberts
Its President

THE ANACONDA COMPANY

By G. A. Barber
Its Vice President

STATE OF COLORADO)
COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me on this 12th day of October, 1978, by G. A. Barber, as Vice President of THE ANACONDA COMPANY.

Witness my hand and official seal.

My commission expires: My Commission Expires May 12, 1982

(SEAL)

Phillip Ann Felling
Notary Public

STATE OF LOUISIANA)
Parish of CADDO)

Be it known, That on this 20 day of the month of

October _____, 19 78, before me, the undersigned au-
thority, personally came and appeared ROBERT F. ROBERTS
President of Crystal Exploration Company as
President of RICO ARGENTINE MINING COMPANY, a
corporation, to me personally known by me to be the person
whose genuine signature is affixed to the foregoing docu-
ment, who signed said document before me and ~~in the presence~~
~~of the two witnesses whose names are subscribed as~~
~~such being competent witnesses~~, and who acknowledged, in my
presence ~~and in the presence of said witnesses~~, that he
signed the above and foregoing document as the act and deed
of said corporation and for the uses and purposes therein
set forth and apparent.

In witness whereof, the said appearer has signed
these presents and I have hereunto affixed my hand and seal,
~~together with the said witnesses~~ on the day and date first
above written.

(SEAL)

Ione Covey Barham
Title:

IONE COVEY BARHAM
Notary Public, Caddo Parish, La.
My commission is for life.

ACKNOWLEDGEMENT OF TERMINATION

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, THE ANACONDA COMPANY (hereinafter referred to as "Anaconda") and RICO ARGENTINE MINING COMPANY, DIVISION OF CRYSTAL EXPLORATION AND PRODUCTION COMPANY (hereinafter referred to as "CEPCO"), entered into that certain unrecorded Agreement dated as of June 1, 1978, which granted to Anaconda certain rights and interests in and to the properties described in Sections I, II and III of attached Exhibit "A" (hereinafter collectively referred to as the "Property"), including the option to acquire CEPCO's interest in the Property; and

WHEREAS, said Agreement was amended by Amendment No. 1 made as of October 20, 1978, by and between the same parties, and was subsequently amended by Paragraph 8 of that certain letter of agreement between Anaconda and CEPCO dated as of June 17, 1980; and

WHEREAS, Anaconda did, on this 27th day of August, 1980, purchase all of CEPCO's right, title and interest in and to certain real property and other assets of CEPCO situate in Dolores County, State of Colorado, including the Property subject to the Agreement; and

WHEREAS, pursuant to the provisions of said Agreement, as so amended, Anaconda's rights and interests thereunder have been surrendered or otherwise terminated and it retains no further rights or interests thereunder;

NOW, THEREFORE, Anaconda does hereby acknowledge that the Agreement, as amended, has terminated in accordance with its provisions and that Anaconda has no further rights thereunder.

THE ANACONDA COMPANY

August 27, 1980

RCT 000002525

By John C. Wilson
Its Vice-President

APPROVED AS TO TERMS AND CONDITIONS
DATE 8/23/80
BY John C. Wilson

APPROVED AS TO LEGAL ASPECTS
DATE 8/23/80
BY John C. Wilson

APPROVED AS TO TERMS AND CONDITIONS
DATE 8/23/80
BY John C. Wilson

APPROVAL COPY

RAM01440

STATE OF COLORADO)
City and) ss.
County of Denver)

The foregoing instrument was acknowledged before me on this
27th day of August, 1980, by A. H. Barker Vice
President of The Anaconda Company, a Delaware corporation.

Witness my hand and official seal.



Marla J. Ostad
Notary Public

My commission expires: My commission expires July 21, 1984

EXHIBIT "A"

SECTION 1: PATENTEND CLAIMS

<u>CLAIM</u>	<u>PATENTED NO.</u>
A.B.G.	6726
AETNA	6796
IMP	6796
SAWTOOTH	6796
UTE	6796
ALLEGHANY	1255
ALTA 3/4	6191
APEX	11583A
ARGENTINE	15233
CASHIER	15233
HUMBOLDT	15233
JAMES G. BLAINE	15233
WORLDS FAIR	15233
ASPEN	6512
LAST CHANCE	6512
AVALANCHE	1682
AZTEC M.S.	367B
BALD EAGLE	10122
CALEDONIA	10122
LITTLE JOHNNY	10122
BARNUM	7365
BIG BLUE	7365
CROWN POINT	7365
BED ROCK	8030
BELL	5911
BIG STRIKE 1/2	7601
DENVER	7601
INDEPENDENT	7601
BLACK CHIEF	1649
BLACK CLOUD	8098
PEWTER DOLLAR	8098
BLACK GEORGE	2485
BLACK HAWK	2060
BACK HAWK EXT.	20568
DEVIDE	20568
TRAILS END	20568
BLACK NIGHT	8135
BOURBON	5132
EXCHEQUER	5132
PREMIER	5132
BRITTLE SILVER	7458
BUEHLER	20738

RCT 000002526

RAM01442

EXHIBIT "A"
SECTION 1

PAGE 2

<u>CLAIM</u>	<u>PATENTED NO.</u>
BULLION	7599
BURCHARD	8070
HARDSCABBLE	8070
LITTLE MAGGIE	8070
CASTLETON	20740
C.H.R.	20740
LITTLE JACK HORNER	20740
SLIDE	20740
SLIDE TOP	20740
TIMBERLINE	20740
TOM THUMB	20740
CATALPA	918
CATSKILL	7062
CEREBUS	19665
GOLIATH	19665
LITTLE CASPER	19665
X-RAY	19665
C.H.C. 15/16	1040
CLAN CAMPBELL	1897
COBBLER	5274
CONFIDENCE	6895
CONTACT	6895
CONFIDENCE	1447
CONNECTING LINK	7310
CONTENTION 2	7565
EVENING STAR	7565
CORNUCOPIA	11667
CREBEC	6130
CROSS	940
C.S.H.H.	6286
C.V.G.	6725
DAYTON	2540
DAYTON 2	11636
D. & B.B.	8339
D.P.	1980
DUDE	7049
DUDESS	7049
DURANGO	1441
ESY	7066
ECLIPSE 2/3	7289
ELLA D.	5659
ENTERPRISE	5916
ETHELENA 229/256	6136
E.R.G. 2/3	7013
H.B.	7013
EUREKA	6285
EUREKA	1880

RCT 000002527

RAM01443

EXHIBIT "A"
SECTION 1

PAGE 3

<u>CLAIM</u>	<u>PATENTED NO.</u>
EXCELSIOR	1451 A
EXCELSIOR M.S.	1451 B
EXCELSIOR	8141
EXCELSIOR 2	8141
FALCON	2151
FLORENCE	1452 A
FLORENCE M.S.	1452 B
FRACTION	11814
GEM OF BEAUTY	1164
GENERAL LOGAN	2476
GENERAL HOWARD	2478
GENERAL SHERMAN	2477
GENERAL SHERIDAN	2479
GERTIE	781
GIPSEY	2499
G. L. P.	8017
HALF LOAF	8017
HAL POINTER	8017
HIGHLAND CHIEF	8017
LOWLAND CHIEF	8017
LITTLE GEORGE	8017
LITTLE GEORGE EXT.	8017
LITTLE LULU	8017
NANCY HANKS	8017
SHEHOCTON	8017
GOLDEN AGE	5956
GRAND VIEW	383
GULF	7111
SILVER GLANCE	7111
HARVEY	914
H. C. P.	7548
HELEN C.	7977
HIAWATHA	6393
HOMESTAKE & LITTLE CORA,	
PLACER	410
HONDURAS 1/2	7843
HOPE	939
INGERSOL	413
IRON CAP	1428
IRON ROD	8140
ISABELLA	2039
KEARNEY	5133

RCT 000002528

RAM01444

EXHIBIT "A"
SECTION 1

PAGE 4

<u>CLAIM</u>	<u>PATENTED NO.</u>
KITCHEN	5917
LAST CHANCE	20567
LAST CHANCE	8622
LAST CHANCE	20388
LAURA	5913
LEAP YEAR	6105
LELIA DAVIS	1256
LILLIE BERNARD	6406
LITTLE CARRIE	6960
LITTLE MAGGIE	1211
LONE TREE	12303
LOOKOUT	1683
LOTA	6154
LOTTIE	8223
MAID OF AUSTRALIA	1587
MAJOR	384
MAMMOTH	20500
MARQUITA	1450
MARTHA	20619
MERVIN	20619
MARY	6205
MATCHLESS	6739
MELVINA	620
MERRIMAC	926
MILAN	1449
MISSOURI	7898
MONARCH	20387
MOUNTAIN BOY	20387
MOUNTAIN MONARCH	1454
MOUNTAIN SPRING	6129
MCINTYRE	12302
N.A. COWDREY	6317
NEW DISCOVERY	1461 A
NEW DISCOVERY M.S.	1461 A
NIGHTWATCH	5976
NORA LILLEY	1010
ONTARIO	5923
PAY MASTER	997 AM
PELICAN	363
PERU	1455
PHOENIX	362
PIGEON 5/8	665
PITTSBURGH	941
PLUTO 1/2	6985
PRINCETON 63/64	2258
REDEEMER	12304

RCT 000002529

RAM01445

EXHIBIT "A"
SECTION 1

PAGE 5

<u>CLAIM</u>	<u>PATENTED NO.</u>
RICHMOND	6338
RICO	1859
ROBBER STATE	1464
ROGER TRICHBORNE	7784
ROYAL TIGER	1190
ROYAL TURK	8020
SILVER BELT	8020
SANTA CLARA	664
SELENIDE	7459
SILVER AGE	5831
SILVER CACHE	1655
SILVER GLANCE	6201
SILVER GLANCE 2	6201
SILVER GLANCE 4	7976
SKEPTICAL 1	1900
S.M.G.	7986
SNOWFLAKE	5909
SNOWFLAKE	6216
SONG BIRD	6392
SOUTH PARK 1/12	1563
STANLEY 1 2/3	6095
STANLEY 2 5/6	6095
STANLEY 3 2/3	6095
STAR	6199
STAR ROUTE	5970
STEPHANITE	7980
STONY POINT	1489
SWANSEA	434
SYNDICATE	2185 A
SUNUP	5910
THOMPSON	6394
TIP-TOP	1248
SANTA CRUZ	6132
TRIANGLE	20739
TRIANGLE	20347
UNCLE NED	915
UNDINE	1090
VESTAL	6252
WABASH	617
WEDGE	20348
WEIMAR	6513
WELLINGTON	2212
WIDE AWAKE	366
YELLOW JACKET	364
ZONA K.	8228
ZULA	1457

RCT 000002530

RAM01446

EXHIBIT "A"

SECTION II: UNPATENTED CLAIMS

<u>CLAIM</u>	<u>LODE</u>
ACE AMENDED	36-40-11
ALMA	30-40-10
ALMA	30-40-10
ALMA	26-40-11
ALMA	1-39-11
AMAZON AMENDED	1-39-11
ANACONDA	36-40-11
ANITA S.	25-40-11
ARTIC AMENDED SHAFT	25-40-11
AUGUST	24-40-11
B & B	25-40-11
BARNEY MCCOY	31-40-10
BEAULAH	31-40-10
BON ADVENTURE	1-39-11
BREWER	36-40-11
BULL ELK	36-40-11
CANTON	36-40-11
CARRENE	26-40-11
CHRISTMAS	36-40-11
CITY VIEW	31-40-10
CONCORDIA	31-40-10
DAWSON	35-40-11
DE COAR	35-40-11
DEVCE AMENDED	25-40-11
DOLORESRICO	35-40-11
DUNCAN	25-40-11
EARL ARTHUR	36-40-11
E.G. EYRE	36-40-11
ELK HORN	31-40-10
ELK HORN 1	36-40-11
ELLIS	36-40-11
FLORA 'FLORR'	19-40-10
FORTUNE	25-40-11
FRACTION	36-40-11
FRACTION 2	36-40-11
GERTRUDE	36-40-11
GODET AMENDED	24-40-11
GROUP TUNNELSITE	36-40-11
HAUSER	35-40-11
HEADLEY	36-40-11
HIBERNINA	36-40-11
HIDDEN TREASURER	32-42-10
HIDDEN TREASURER 1	24-40-10

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RCT 000002531

RAM01447

EXHIBIT "A"
SECTION II

PAGE 2

<u>CLAIM</u>	<u>LODE</u>
HUNT	36-40-11
HUNTER	35-40-11
I GOT IT	25-40-11
JAMES EDWARD	36-40-11
JANE	36-40-11
JOB COPPER AMENDED	36-40-11
JOYCE COUNTY	1-39-11
JUMBO 2	36-40-11
JUMBO 3	36-40-11
KATHERINE	35-40-11
KLONDYKE	24-25-40-11
LANCE	31-40-10
LEO 2	36-40-11
LEO 3	36-40-11
LEXINGTON TUNNEL	36-40-11
LEXINGTON TUNNEL SITE	36-40-11
LEXINGTON TUNNEL 1	36-40-11
LILLA D. AMENDED	24-25-40-11
LILLIAN	25-40-11
LINTHICUM	26-40-11
LITTLE BRYON	30-40-11
LOCKHART	36-40-11
LONG NIGHT	25-40-11
L.S. WOOD	36-40-11
LUZON	1-39-11
M & K	36-40-11
MADAM DE FARGE AMENDED	24-40-11
MANILA	1-39-11
MAUD MARSHALL	1-39-11
MC CLOSKEY	36-40-11
MC KILVEY	36-40-11
MEDITERRANEAN TUNNEL SITE	31-40-10
MEYER	26-40-11
MONTEZUMA	36-40-11
MOSSBACK	19-40-10
N & M	36-40-11
NUTMEG AMENDED	23-24-40-11
O. K.	35-40-11
OPHIR	19-30-40-10
OVERSIGHT AMENDED	25-40-11
POTTER	1-39-11
PRIMERCO	36-40-11
PRO PATRIA	36-40-11
PRO PATRIA TUNNEL SITE	36-40-11
PRO PATRIA 7	36-40-11
PRO PATRIA 8	36-40-11
PRO PATRIA 9	36-40-11 41

RCT 000002532

RAM01448

EXHIBIT "A"
SECTION II

PAGE 3

<u>CLAIM</u>	<u>LODE</u>
PRO PATRIA 10	36-40-11
PRO PATRIA 11	36-40-11
PROTECTION	36-40-11
PROTECTION 1	26-40-11
PROTECTION 2	26-40-11
PROTECTION 3	26-40-11
PROTECTION 4	26-40-11
RAMCO 1	25-40-10
RAMCO 2 AMENDED	24-25-40-11
RAMCO 3	24-40-11
RAMCO 4 AMENDED	24-40-11
RAMCO 5 AMENDED	24-40-11
RAMCO 6 AMENDED	24-40-11
RAMCO 7	30-40-10
RAMCO 8	30-40-10
RAMCO 9 AMENDED	30-40-10
RAMCO 10	24-25-40-11
RAMCO 11	25-40-11
RAMCO 12	25-40-11
RAMCO 13	25-40-11
RAMCO 14	23-40-11
RAMCO 15	25-40-11
RAMCO 16	30-40-10
RAMCO 17	35-40-11
RAMCO 18	2-39-11
RAMCO 19	36-40-11
RAMCO 20	35-40-11
RAMCO 21	35-40-11
RAMCO 22	35-40-11
RAMCO 23	24-40-11
RAMCO 24	24-40-11
RAMCO 25	24-40-11
RAMCO 26	24-40-11
RAMCO 27	3-39-11
RAMCO 28	3-39-11
RAMCO 29	3-39-11
RAMCO 30	3-39-11
RAMCO 31	3-39-11
RAMCO 32	3-39-11
RAMCO 33	19-40-10
RAMCO 34	3-39-11
RAMCO 35	3-39-11 JY

RCT 000002533

RAM01449

EXHIBIT "A"
SECTION II

PAGE 4

<u>CLAIM</u>	<u>LODE</u>
RAMCO 36	3-39-11
RAMCO 37	34-35-40-11
RAMCO 38	34-35-40-11
RAMCO 39	34-35-40-11
RAMCO 40	34-35-40-11
RAMCO 41	34-40-11
RAMCO 42	3-39-11
RAMCO 43	3-39-11
RIDER	36-40-11
ROBERT E. LEE	30-40-10
ROCKY MOUNTAIN AMENDED	25-40-11
SACHEM	35-40-11
SALK LAKE	36-40-11
SCOTLAND	36-40-11
SEPTEMBER	24-40-11
T-S	36-40-11
TWILIGHT	35-40-11
TYDE	36-40-11
UNITA AMENDED	30-40-11
U. S. 1 AMENDED	30-40-10
U. S. 2 AMENDED	30-40-10
VAILE	36-40-11
VIRGINIA AMENDED	25-40-11
WALLACH	26-40-11
WAMBA	35-40-11
WILLIAM J. BRYAN	36-40-11
WILLIAMS	36-40-11
WILSON	36-40-11
WITTLE	1-39-11
WOLCOTT	36-40-11
SEWICKLEY	36-40-11
SHEARD AMENDED	36-40-11
SHIPMAN FRACTION	36-40-11
SHORTY AMENDED	30-40-10
SILVER CREEK	25-40-11
SILVER SWAN	1-39-11
SINOLOA AMENDED	25-40-11
SKYLINE	19-40-10
SLIDE	19-40-11
SNOWFLAKE	36-40-11
SUNDOWN	36-40-11

RCT 000002534

RAM01450

EXHIBIT "A"
SECTION II

PAGE 5

<u>CLAIM</u>	<u>LODE</u>
SUNDOWN	36-40-11
SUNNYSIDE	30-40-10
TELLER	36-40-11
TOLL	36-40-11
YSABEL AMENDED	36-40-11
ZIG-ZAG AMENDED	24-25-40-11
ZIMMERMAN	26-40-11
✓ A.B.R.	1-39-11
CALIFORNIA	36-40-11
CHANCE	31-40-11
COMPROMISE	1-39-11
CONTENTION	1-39-11
D.H.M.	1-39-11
EIGHTY-SEVEN	31-40-11
FAT BOY	1-39-11
FRACTION 2	36-40-11
GRAVEYARD	1-2-39-11
JUMBO	1-39-11
LAST OPPORUNITY	1-39-11
LEAN BOY	1-39-11
LEO	36-40-11
LONE	36-40-11
MIKADO	SE SNOWSHOE
MONTEZUMA	36-40-11
N & G	1-39-11
OLD DISCOVERY	1-39-11
OLD HICKORY	1-39-11
REVENUE	31-40-10
SAWTOOTH	31-40-10
AETNA	31-40-10
SHOULDN'T WONDER	1-39-11
SILVER	31-40-10
SMUGGLER	35-40-11
SNOWSHOE	36-40-11
MIKADO	36-40-11
SULPHATE	36-40-11
SUNDOWN	36-40-11
TERRECERO	36-40-11
U. S. GRANT	36-40-11
WHEELER	31-40-10
WONDER	31-40-10

4' 214 mmp

RCT 000002535

RAM01451

EXHIBIT "A"

SECTION III: TOWN PROPERTY (MINERAL RIGHTS ONLY,
EXCLUDE SURFACE RIGHTS)

BLOCK 1	LOTS 3,4 LOTS 5,6 LOTS 17 THRU 20 LOTS 21,22 LOTS 34 THRU 38 LOTS 39,40
BLOCK 2	LOTS 9,10 LOTS 11,12 LOTS 16,17,18
BLOCK 4	LOTS 4,5 LOTS 29,40
BLOCK 5	LOTS 12,13,14 LOTS 25 THRU 31
BLOCK 6	N. 19 FT. LOT 29, LOT 30 LOTS 31,32 LOTS 39,40
BLOCK 7	LOTS 21,22
BLOCK 8	LOTS 19,20
BLOCK 10	LOTS 17 THRU 26 LOTS 29 THRU 40
BLOCK 11	LOTS 1,2 LOTS 3,4 LOTS 11 THRU 20 LOTS 21 THRU 28 LOTS 29 THRU 32 LOTS 33,34
BLOCK 12	LOTS 2,3,4 LOTS 17 THRU 20 LOTS 23 THRU 26 LOTS 31 THRU 36 E. 75 FT., LOTS 37,38,39,40
BLOCK 13	LOTS 39, 40
BLOCK 14	LOTS 1,2,3 LOTS 4,5,6 LOT 7 LOTS 8 THRU 12 LOTS 13 THRU 16 LOTS 21,22,23 LOTS 24,25 LOTS 26 THRU 29 LOTS 30,31 LOTS 32,33 LOTS 34,35 LOT 36 LOTS 37,38,39,40

RCT 000002536

RAM01452

EXHIBIT "A"
SECTION III

PAGE 2

BLOCK 15	LOTS 6,7 LOTS 15,16 N. 3/4 FT. LOT 17 LOTS 33,34
BLOCK 16	LOTS 1 THRU 4 LOTS 36,38
BLOCK 17	LOTS 1,24,25
BLOCK 18	LOTS 10 THRU 14 LOTS 15 THRU 24 LOTS 26,27 LOTS 28 THRU 40
BLOCK 19	LOTS 1,2,3 LOTS 6,7,8,9 LOTS 11,12 LOTS 30 THRU 34 LOTS 37 THRU 40
BLOCK 20	LOTS 9,21,22,28 LOTS 31,32,33 LOTS 36,37,38
BLOCK 21	LOTS 4 THRU 15 LOTS 16,17 LOTS 18,19,20 LOTS 21,22 LOT 23 LOT 24 LOTS 25 THRU 36 LOTS 37, 38 LOT 39 LOT 40
BLOCK 22	LOTS 1 THRU 10 E 1/2 LOTS 17,18,19,20 LOTS 24,25,26 LOTS 27,28 LOTS 29 THRU 40
BLOCK 23	LOTS 1 THRU 6 LOTS 16,17,18,19,20
BLOCK 24	LOT 21 LOTS 22,23,24 LOT 25 LOTS 26 THRU 30 LOT 32 LOTS 33,34,35,36
BLOCK 25	LOT 5 LOTS 6 THRU 20 LOTS 21 THRU 34 LOTS 35 THRU 40

RCT 000002537

RAM01453

EXHIBIT "A"
SECTION III

PAGE 3

BLOCK 28
BLOCK 29
BLOCK 30
BLOCK 38
BLOCK 39
BLOCK A
TRACT A
TRACT B
TRACT C

TRACT D

R.G.S.
MAX BOEHMER TRACT
RICO SMELTING CO. TRACT.
A.E. ARMS TRACT
PASADENA MILL PROPERTY
NORTH A.E. ARMS TRACT
SOUTH A.E. ARMS TRACT
TREMBLE TRACT
ROYS TRACT (LESS 110'x140')
R.G.S. TRACT SOUTH
THOMPSON TRACT
WINKFIELD TRACT SOUTH
GRAVEY ARD TRACT
F.G. DAY TRACT
WARNER K. PATRICK TRACT
PASADENA REDUCTION TRACT
GROUP TRACT
RIO GRANDE RAILROAD RIGHT OF WAY

LOTS 1 THRU 20
LOTS 1 THRU 5
LOTS 3,4,5,6
LOTS 21 THRU 40
LOTS 1 THRU 40
LOTS 13,38
ADJOINS BLOCK 12
ADJOINS BLOCK A
ADJOINS BLOCK 19 and
COLUMBIA MILLSITE TRACT
ADJOINS ELLIOT MILLSITE TRACT,
JOB COOPER TRACT and COLUMBIA
MILLSITE TRACT.
5.00 ACRES
7.40 ACRES
2.48 ACRES
4.00 ACRES

13.11 ACRES
5.29 ACRES
3.90 ACRES
10.807 ACRES
1.00 ACRES
1.68 ACRES
4.495 ACRES
7.81 ACRES
3.972 ACRES
2.78 ACRES
4.48 ACRES
13.788 ACRES

CLAIM
GROUP MILL SITE
ATLANTIC CABLE
CHESTNUT
COLUMBIA M.S.
EIGHTY-EIGHT
ELLIOT
ELLIOT M.S.
EVENING CALL
FRANKLIN 3/4

PATENTED NO.
11583 B
1136
435
365 B
7348
1536 A
1536 B
8029
584

RCT 000002538

RAM01454

EXHIBIT "A"
SECTION III

PAGE 4

<u>CLAIM</u>	<u>PATENTED NO.</u>
GOLDEN FLEECE	2261
GULCH	1513
HILLSIDE	7994
HILLSIDE 2	7994
HOME	8031
SAM PATCH	8031
LUCY	1456
MILLIE	7988
NEWMAN M.S.	436 B
NEWMAN	436 A
NEW YEAR	1538
RIVERSIDE	590
SHAMROCK	5832
SMUGGLER	5912
TELEGRAPH	780
W.L. STEPHANS	7017
YANKEE BOY	6969

RCT 000002539

RAM01455

MINING DEED

THIS DEED, made this 27 day of August, 1980, between CRYSTAL EXPLORATION AND PRODUCTION COMPANY, a Florida corporation, and CRYSTAL OIL COMPANY, a Maryland corporation ("Grantors"), and THE ANACONDA COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware ("Anaconda"), whose street address is 555 Seventeenth Street, Denver, Colorado 80217;

W I T N E S S E T H:

That Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid by Anaconda, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto Anaconda, its successors and assigns forever, all of the following described real property situate, lying and being in the County of Dolores, and State of Colorado, to wit:

That real property legally described in Schedules 1 through 5, inclusive, attached hereto and by this reference made a part hereof.

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all of the estate, right, title, interest, claim and demand whatsoever, of Grantors, or either of them, either in law or in equity, of, in and to the above bargained premises, with the hereditaments and appurtenances appertaining thereto; and

RCT 000002671

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all improvements and fixtures, mines, minerals, ores, veins, dips, spurs, angles and extralateral rights, and all dumps, severed ore, waste rock, spoils, tails, rights, privileges and franchises thereto incident or therewith used and enjoyed;

AS TO the properties described in the attached Schedules 1, 3 and 4 only (excepting the unpatented mining claims identified on attached Schedule 4), Grantors warrant the title thereto against all persons claiming to hold any right, title or interest in said properties by, through or under Grantors, or either of them. Grantors further agree that this Mining Deed shall cover and extend to any further or additional right, title, interest or estate hereafter acquired by Grantors, or either of them, in and to the properties described in the attached Schedules 1 through 5, or any part thereof;

SUBJECT TO those Grazing Agreements, Receipt and Option Contracts, Easements and other grants, agreements and matters identified on attached Schedule 6, incorporated herein by this reference.

TO HAVE AND TO HOLD, the said premises above bargained, sold, conveyed and described, with the appurtenances, unto THE ANACONDA COMPANY, its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantors have hereunto set their respective hands and seals the day and year first above written.

CRYSTAL EXPLORATION AND PRODUCTION
COMPANY, a Florida corporation

By

Its

President

[Corporate Seal]

ATTEST

Its

Secretary

RCT 000002672

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CRYSTAL OIL COMPANY, a
Maryland corporation

[Corporate Seal]

By

Robert F. Roberts
Its President

ATTEST

[Signature]
Its Secretary

STATE OF LOUISIANA)

Parish of Caddo)

ss.

The foregoing instrument was acknowledged before me on
this 27th day of August, 1980, by Robert F. Roberts
as President of Crystal Exploration and Production
Company, a Florida corporation.

Witness my hand and official seal.

(SEAL)

My commission expires

[Signature]
Notary Public
LAMAR G. CASKEY, JR.
NOTARY PUBLIC, Caddo Parish, Louisiana
My Commission is for Life

STATE OF LOUISIANA)

Parish of Caddo)

ss.

The foregoing instrument was acknowledged before me on
this 27th day of August, 1980, by Robert F. Roberts
as President of Crystal Oil Company, a Maryland cor-
poration.

Witness my hand and official seal.

(SEAL)

My commission expires

[Signature]
Notary Public
LAMAR G. CASKEY, JR.
NOTARY PUBLIC, Caddo Parish, Louisiana
My Commission is for Life

SCHEDULE 1

TO MINING DEED DATED AUGUST 27, 1980
FROM CRYSTAL EXPLORATION AND
DEVELOPMENT COMPANY AND CRYSTAL
OIL COMPANY TO THE ANACONDA COMPANY

PATENTED CLAIMS

The following named patented lode, placer and millsite mining claims located in the Rico Mining District (also known as the Pioneer Mining District), Dolores County, State of Colorado, the United States Patent Numbers and the United States Mineral Survey Numbers of which are, and the Patent of which is filed in the Real Property Records of the Clerk and Recorder of Dolores County, Colorado, as follows:

<u>NAME</u>	<u>PATENT NO.</u>	<u>COUNTY RECORDS</u>		<u>MINERAL SURVEY NO.</u>
		<u>BOOK</u>	<u>PAGE</u>	
A.B.G	20385	17	425	6726
Aetna	21734	17	411	6796
Alleghany	9588	17	283	1255
Alta (3/4 interest)	19105	34	313	6191
Apex	29042	34	117	11583A
Argentine	37834	44	160	15233
Aspen	26020	34	105	6512
Avalanche	10488	17	338	1682
Aztec (Millsite)	10201	17	133	367B
Bald Eagle	28874	34	109	10122
Barnum	23558	Misc.	56378	7365
Bed Rock	28253	34	125	8030
Bell	28159	34	276	5911
Big Blue	23558	Misc.	56378	7365
Big Strike (1/2 interest)	23428	Misc.	57638	7601
Black Chief	10485	17	232	1649
Black Cloud	24538	192	508	8098
Black George	14477	Misc.	56381	2485
Black Hawk	12183	17	255	2060
Black Hawk Ext.	1111727	66	90	20568
Black Night	26510	34	277	8135
Bourbon	17909	17	433	5132
Brittle Silver	36682	34	249	7458
Buckeye (1/6 mineral interest; 100% of 3.424 acre surface interest)	24156	34	45	7894
Buehler	1178832	90	449	20738
Bullion	23279	51	69	7599
Burchard	27326	34	141	8070
Caledonia	28874	34	109	10122
Cashier	37834	44	160	15233

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SCHEDULE 1, Continued

NAME	PATENT NO.	COUNTY RECORDS		MINERAL SURVEY NO.
		BOOK	PAGE	
Castleton	1179249	90	409	20740
Catalpa (1/2 interest)	8071	17	62	918
Catskill	21923	34	1	7062
Cerebus	646888	51	17	19665
C.H.C. (15/16 interest)	9213	17	371	1040
C.H.R.	1179249	90	409	20740
Clan Campbell	16318	17	368	1897
Cobbler, The	17663	Misc.	57648	5274
Confidence	9722	17	168	1447
Confidence	20780	17	436	6895
Connecting Link	22442	Misc.	56372	7310
Contact	20780	17	436	6895
Contention No. 2	26956	34	69	7565
Cornucopia	32435	34	185	11667
Crebec	18911	17	431	6130
Cross	7927	Misc.	57645	940
Crown Point	23558	Misc.	56378	7365
C.S.H.H.	19757	34	265	6286
C.V.G.	20386	17	425	6725
Dayton	23427	34	205	2540
Dayton No. 2	33881	34	209	11636
D. & B.B.	25142	34	305	8539
Denver (1/2 interest)	23428	Misc.	57638	7601
Devide	1111727	66	90	20568
D.P.	14344	Misc.	56364	1980
Dude	22064	Misc.	56373	7049
Dudess	22064	Misc.	56373	7049
Durango	9254	17	311	1441
Eby	24278	34	301	7066
Eclipse (2/3 interest)	23114	34	33	7289
Ella O.	19106	Misc.	57647	5659
Elliott Millsite	9764	17	115	15368
Enterprise	28422	34	97	5916
E.R.G. (2/3 interest)	22008	34	13	7013
Ethelena (229/256 interest)	18765	Misc.	56365	6136
Eureka	28924	34	113	6285
Eureka	11817	17	249	1880
Evening Star	26956	34	69	7565
Excelsior	9668	17	163	1451A
Excelsior	26905	34	281	8141
Excelsior No. 2	26905	34	281	8141
Excelsior (Millsite)	9668	17	163	1451B
Exchequer	17909	17	433	5132
Falcon	12270	51	515	2151
Florence	9667	17	158	1452A
Florence (Millsite)	9667	17	158	1452B
Fraction	30807	34	157	11814

SCHEDULE 1, Continued

NAME	PATENT NO.	COUNTY RECORDS		MINERAL SURVEY NO.
		BOOK	PAGE	
Gem of Beauty	9663	17	389	1164
General O. O. Howard	16680	17	359	2478
General Logan	16416	17	353	2476
General Sheridan	14426	17	249	2479
General Sherman	16417	17	357	2477
Gertie	9508	17	127	781
Gipsy	14476	17	275	2499
G.L.P.	28485	Misc.	57644	8017
Golden Age	34279	34	197	5956
Goliath	646888	51	17	19665
Grand View	6761	17	84	383
Half Loaf	28485	Misc.	57644	8017
Hal Pointer	28485	Misc.	57644	8017
Hard Scrabble	27326	34	141	8070
Harvey	9129	17	513	914
H.B. (2/3 interest)	22008	34	13	7013
H.C.P.	23635	Misc.	57637	7548
Helen C.	29929	34	149	7977
Hiawatha	28323	34	89	6393
Highland Chief	28485	Misc.	57644	8017
Homestake and Little Cora				
Consolidated Placers	14903	17	308	410
Honduras (1/2 interest)	24157	34	297	7843
Hope	7929	17	22	939
Humboldt	37834	44	160	15233
Imp	21734	17	449	6796
Independent (1/2 interest)	23428	Misc.	57638	7601
Ingersol	11224	Misc.	57649	413
Iron Cap	14897	17	305	1428
Iron Rod	26509	34	285	8140
Isabelle	12321	17	385	2039
James G. Blaine	37834	44	160	15233
Kearney	17744	Misc.	56368	5133
Kitchen	28322	34	85	5917
Last Chance	26020	34	105	6512
Last Chance	1111573	66	81	20567
Last Chance	27745	192	504	8622
Last Chance	1060874	34	317	20388
Laura	21317	34	61	5913
Leap Year	18985	34	261	6105
Lelia Davis	9765	192	495	1256
Lillie Bernard	20177	17	407	6406
Little Carrie	35680	34	217	6960
Little Casper	646888	51	17	19665
Little George	28485	Misc.	57644	8017
Little George Ext.	28485	Misc.	57644	8017

SCHEDULE 1, Continued

NAME	PATENT NO.	COUNTY RECORDS		MINERAL SURVEY NO.
		BOOK	PAGE	
Little Jack Horner	1179249	90	409	20740
Little Johnny	28874	34	109	10122
Little Lulu	28485	Misc.	57644	8017
Little Maggie	27326	34	141	8070
Little Maggie	10810	17	365	1211
Lone Tree	29858	34	137	12303
Lookout	10462	17	212	1683
Lota	19252	Misc.	56376	6154
Lottie	26323	34	269	8223
Lowland Chief	28485	Misc.	57644	8017
Mac (1/6 mineral interest; 100% of 3.424 acre surface interest)	24156	34	45	7894
Maid of Australia	14553	17	325	1587
Major	6494	17	105	384
Mammoth	1107369	62	520	20500
Mariquita	9666	17	189	1450
Martha	1115034	66	222	20619
Mary	19532	Misc.	56374	6205
Matchless	21733	Misc.	57642	6739
Melvina	8551	Misc.	56371	620
Merrimac	8170	17	56	926
Nervin	1115034	66	22	20619
Milan	9665	17	153	1449
Millie	36498	34	241	7988
Missouri	25321	34	53	7898
Monarch	1062424	60	459	20387
Mountain Boy	1062424	60	459	20387
Mountain Monarch	10013	17	144	1454
Mountain Spring	18766	Misc.	56379	6129
Mc Intire	29857	34	133	12302
N.A. Cowdrey	20180	34	293	6317
Nancy Hanks	28485	Misc.	57644	8017
New Discovery	10483	17	225	1461A
New Discovery (Millsite)	10483	17	225	14618
Newman	14757	Misc.	56363	436A
Night Watch	23277	34	25	5976
Nora Lilly	12559	51	517	1010
Ontario	19246	34	65	5923
Pay Master	8253	17	46	997 AM
Pelican	6702	17	95	363
Peru	9664	17	148	1455
Pewter Dollar	24538	192	508	8098
Phoenix	6701	17	90	362
Pigeon (5/8 interest)	7541	17	74	665
Pittsburgh	7928	17	17	941
Pluto (1/2 interest)	21101	Misc.	57643	6985

SCHEDULE 1, Continued

NAME	PATENT NO.	COUNTY RECORDS		MINERAL SURVEY NO.
		BOOK	PAGE	
Premier	17909	17	433	5132
Princeton (63/64 interest)	19530	17	429	2258
Redeemer	30264	34	153	12304
Richmond	19395	17	403	6338
Rico	18415	17	359	1859
Robber State	10126	17	519	1464
Roger Tichborne	23828	34	41	7784
Royal Tiger	9859	Misc.	56366	1190
Royal Turk	27914	Misc.	56377	8020
Santa Clara	7519	17	334	664
Santa Cruz	25864	192	500	6132 AM
Saw Tooth	21734	17	449	6796
Selenide	36681	34	245	7459
Shehocton	28485	Misc.	57644	8017
Silver Age	40574	Misc.	56362	5831
Silver Belt	27914	Misc.	56377	8020
Silver Cache	11225	17	242	1655
Silver Glance	29519	Misc.	56375	6201
Silver Glance No. 2	29519	Misc.	56375	6201
Silver Glance No. 4	28485	34	10	7976
Skeptical No. 1	14292	17	314	1900
Slide	1179249	90	409	20740
Slide Top	1179249	90	409	20740
S.M.G.	29831	34	145	7986
Snow Flake	25700	Misc.	56380	5909
Snow Flake	19248	34	9	6216
Songbird	28294	34	81	6392
South Park (1/12 interest)	23203	Misc.	57640	1563
Stanley No. 1 (2/3 interest)	19393	34	309	6095
Stanley No. 2 (5/6 interest)	19393	34	309	6095
Stanley No. 3 (2/3 interest)	19393	34	309	6095
Star	19756	34	5	6199
Star Route	19104	34	177	5970
Stephanite	37553	34	253	7980
Stoney Point	16727	17	350	1489
Sun Up	18912	Misc.	56367	5910
Swansea	6580	Misc.	56370	434
Syndicate	17739	17	361	2185A
Thompson	29115	34	121	6394
Timberline	1179249	90	409	20740
Tip Top	9424	17	526	1248
Tom Thumb	1179249	90	409	20740
Trails End	1111727	66	90	20568
Triangle	1178833	90	463	20739
Triangle	1111575	66	84	20347
Uncle Ned	7747	17	507	915
Undine	8132	17	80	1090

SCHEDULE 1, Continued

<u>NAME</u>	<u>PATENT NO.</u>	<u>COUNTY RECORDS</u>		<u>MINERAL SURVEY NO.</u>
		<u>BOOK</u>	<u>PAGE</u>	
Ute	21734	17	441	6796
Vestal	19531	Misc.	56383	6252
Wabash	7492	17	40	617
Wedge	1111574	66	83	20348
Weimer	20178	Misc.	57646	6513
Wellington	14343	17	321	2212
Wide Awake	19113	51	165	366
Worlds Fair	37834	44	160	15233
X-Ray	646888	51	17	19665
Yellow Jacket	6703	17	100	364
Zona K.	26370	34	273	8228
Zulu	9723	17	184	1457

SCHEDULE 2

TO MINING DEED DATED AUGUST 27, 1980
FROM CRYSTAL EXPLORATION AND
DEVELOPMENT COMPANY AND CRYSTAL
OIL COMPANY TO THE ANACONDA COMPANY

UNPATENTED CLAIMS

The following named unpatented lode mining claims and tunnel-site locations located in the Rico Mining District (also known as the Pioneer Mining District), Dolores County, State of Colorado, the location notices of which are filed in the Real Property Records of the Clerk and Recorder of Dolores County, Colorado, and in the records of the Colorado State Office of the United States Bureau of Land Management at Denver, as follows:

<u>NAME</u>	<u>COUNTY RECORDS</u>	<u>MINERAL</u>	<u>BLM</u>	
	<u>BOOK</u>	<u>PAGE</u>	<u>SURVEY</u>	<u>SERIAL NO.</u>
ABR	31	189	7985	CMC-138926
Ace	58	150		CMC-138927
Amended	123	275		
Alma	11	191		CMC-138928
Alma	4	147		CMC-138929
Alma	21	469		CMC-138930
Alma	31	488		CMC-138931
Amazon	21	321		CMC-138932
Amended	125	204		
Anaconda	21	419		CMC-138933
Anita S.	58	34		CMC-138934
Artic	31	548		CMC-138935
Amended	122	415		
August	67	376		CMC-138936
B & B	58	21		CMC-138937
Barney McCoy	21	272		CMC-138938
Beulah	31	489		CMC-138939
Bonaventure	42	22		CMC-138940
Brewer	31	483		CMC-138941
Bull Elk	58	107		CMC-138942
California	31	188	7973	CMC-138943
Canton	31	478		CMC-138944
Carrere	42	318		CMC-138945
Chance	31	356	7946	CMC-138946
Christmas	42	22		CMC-138947
Amended	26	543		
City View	31	540		CMC-138948
Compromise	21	396	7972	CMC-138949
Concordia	21	385		CMC-138950
Contention	21	392	7990	CMC-138951
Dawson	58	128	12012	CMC-138953

RCT 000002680

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SCHEDULE 2, continued

NAME	COUNTY RECORDS		MINERAL SURVEY	BLM SERIAL NO.
	BOOK	PAGE		
De Cour	21	327		CMC-138954
Deuce	58	149		CMC-138955
Amended	123	274		
DHM	31	188	7987	CMC-138952
Doloresrico	114	260		CMC-138956
Duncan	21	568		CMC-138957
Amended	26	455		
Earl Arthur	38	39		CMC-138958
Eighty Seven	31	147	6162	CMC-138959
E. G. Eyre	58	40		CMC-138960
Elk Horn	58	107		CMC-138961
Elk Horn No. 1	58	108		CMC-138962
Ellis	31	485		CMC-138963
Fat Boy	21	331	7981	CMC-138964
Florr (a/k/a Flora)	58	40		CMC-138965
Fortune	21	567		CMC-138966
Amended	26	454		
Fraction No. 2	31	531		CMC-138967
Gertrude	31	477		CMC-138968
Godet	31	548		CMC-138969
Amended	122	417		
Grave Yard	21	335	7978	CMC-138971
Group Tunnel Site	11	140		CMC-138970
Hauser	42	314		CMC-138972
Headley	21	489		CMC-138973
Hibernia	31	472		CMC-138974
Hidden Treasure	58	191	20627	CMC-138975
Hidden Treasure No. 1	71	402		CMC-138976
Hunt	31	483		CMC-138977
Hunter	58	179		CMC-138978
I Got It	75	232		CMC-138979
James Edward	58	39		CMC-138980
Jane	31	477		CMC-138981
Job Cooper	21	404		CMC-138982
Amended	122	452		
Joyce County	21	298		CMC-138983
Amended	26	147		
Jumbo	31	121	6451	CMC-138984
Jumbo No. 2	31	121		CMC-138985
Jumbo No. 3	31	227		CMC-138986
Katherine	58	150	20620	CMC-138987
Klondyke	42	165		CMC-138988
Lance	31	541		CMC-138990
Last Opportunity	31	401	14388	CMC-138991
Lean Boy	21	380	7983	CMC-138992
Leo	31	321	11557	CMC-138993
Leo No. 2	31	480		CMC-138994
Leo No. 3	31	479		CMC-138995
Lexington Tunnel				
Lode No. 18	31	475		CMC-138996

SCHEDULE 2, Continued

NAME	COUNTY RECORDS		MINERAL SURVEY	BLM SERIAL NO.
	BOOK	PAGE		
Lexington Tunnel Site	11	142-3		CMC-138997
Lexington Tunnel				
Lode No. 1	21	408		CMC-138998
Lillia D.	21	440		CMC-138999
Amended	130	127		
Lillian	42	88		CMC-139000
Linthicum	42	317		CMC-139001
Little Byron	42	396		CMC-139002
Lockhart	31	468		CMC-139003
Lone	31	468	7945	CMC-139004
Long Night	75	226		CMC-139005
L. S. Wood	31	127		CMC-138989
Luzon	31	541		CMC-139006
M & K	31	20		CMC-139007
Madam DeFarge	21	453		CMC-139008
Amended	130	129		
Manila	31	540		CMC-139009
Maud Marshall	21	387		CMC-139010
McCloskey	31	481		CMC-139011
McKilvey	31	479		CMC-139012
Mediterranean Tunnel				
Site	11	308		CMC-139013
Meyer	42	316		CMC-139014
Mikado	21	313	6215	CMC-139017
Montezuma	31	130	5804	CMC-139015
Montezuma No. 2	21	373		CMC-139016
Mossback	58	194		CMC-139018
N & G	21	284	7982	CMC-139019
N & M	21	292		CMC-139020
Nutmeg	42	538		CMC-139021
Amended	122	418		
OK	21	407		CMC-139022
Old Discovery	26	101	7975	CMC-139023
Old Hickory	21	505	7979	CMC-139024
Ophir	46	475		CMC-139025
Oversight	42	532		CMC-139026
Amended	46	512		
Potter	42	314		CMC-139027
Primero	21	309		CMC-139028
Pro Patria	31	22		CMC-139029
Pro Patria Tunnelsite	11	149		CMC-139030
Pro Patria No. 7	31	566		CMC-139031
Pro Patria No. 8	31	566		CMC-139032
Pro Patria No. 9	31	567		CMC-139033
Pro Patria No. 10	31	567		CMC-139034
Pro Patria No. 11	31	568		CMC-139035

SCHEDULE 2, Continued

NAME	COUNTY RECORDS		MINERAL SURVEY	BLM SERIAL NO.
	BOOK	PAGE		
Protection	31	486		CMC-139036
Protection No. 1	42	557		CMC-139037
Protection No. 2	42	558		CMC-139038
Protection No. 3	42	557		CMC-139039
Protection No. 4	42	556		CMC-139040
Ramco No. 1	58	188		CMC-139041
Ramco No. 2	58	189		CMC-139042
Amended	130	124		
Ramco No. 3	58	189		CMC-139043
Ramco No. 4	58	190		CMC-139044
Amended	130	123		
Ramco No. 5	58	190		CMC-139045
Amended	130	122		
Ramco No. 6	58	191		CMC-139046
Amended	130	121		
Ramco No. 7	58	225		CMC-139047
Ramco No. 8	58	228		CMC-139048
Ramco No. 9	58	225		CMC-139049
Amended	122	408		
Ramco No. 10	75	193		CMC-139050
Ramco No. 11	76	374		CMC-139051
Amended	122	409		
Ramco No. 12	122	410		CMC-139052
Ramco No. 13	122	411		CMC-139053
Ramco No. 14	122	412		CMC-139054
Ramco No. 15	122	413		CMC-139055
Ramco No. 16	122	414		CMC-139056
Ramco No. 17	122	483		CMC-139057
Ramco No. 18	122	484		CMC-139058
Ramco No. 19	122	485		CMC-139059
Ramco No. 20	122	486		CMC-139060
Ramco No. 21	128	297		CMC-139061
Ramco No. 22	129	128		CMC-139062
Ramco No. 23	130	120		CMC-139063
Ramco No. 24	130	119		CMC-139064
Ramco No. 25	130	118		CMC-139065
Ramco No. 26	130	117		CMC-139066
Ramco No. 27	148	499		CMC-139067
Ramco No. 28	148	500		CMC-139068
Ramco No. 29	149	1		CMC-139069
Ramco No. 30	149	2		CMC-139070
Ramco No. 31	149	3		CMC-139071
Ramco No. 32	149	4		CMC-139072
Ramco No. 33	149	5		CMC-139073
Ramco No. 34	149	6		CMC-139074
Ramco No. 35	149	7		CMC-139075

SCHEDULE 2, Continued

NAME	COUNTY RECORDS		MINERAL SURVEY	BLM SERIAL NO.
	BOOK	PAGE		
Ramco No. 36	149	8		CMC-139076
Ramco No. 37	149	9		CMC-139077
Ramco No. 38	149	10		CMC-139078
Ramco No. 39	149	11		CMC-139079
Ramco No. 40	149	12		CMC-139080
Ramco No. 41	149	13		CMC-139081
Ramco No. 42	149	14		CMC-139082
Ramco No. 43	149	15		CMC-139083
Revenue	21	386	6282	CMC-139084
Rider	31	484		CMC-139085
Robert E. Lee	4	498		CMC-139086
Rocky Mountain	42	164		CMC-139087
Amended	130	125		
Sachem	58	130	20620	CMC-139088
Salt Lake	46	475		CMC-139089
Scotland	31	478		CMC-139090
September	71	403		CMC-139091
Sewickley	31	481		CMC-139092
Sheard	42	315		CMC-139093
Amended	129	441		
Shipman Fraction	42	317		CMC-139094
Shorty	46	15		CMC-139096
Amended	58	223		
Shouldn't Wonder	31	332	11448	CMC-139095
Silver	31	31	7974	CMC-139097
Silver Creek	58	33		CMC-139098
Silver Swan	58	129	20620	CMC-139099
Sinaloa	42	534		CMC-139100
Amended	122	450		
Skyline	58	193		CMC-139101
Slide	31	539		CMC-139102
Smuggler	31	1	7984	CMC-139103
Snowflake	21	284		CMC-139104
Sulphate	21	386	6215	CMC-139106
Snow Shoe	21	314	6215	CMC-139105
Sundown	42	247	819	CMC-139109
Sundown	31	1		CMC-139107
Sundown	42	247		CMC-139108
Sunnyside	42	332		CMC-139110
Teller	31	486		CMC-139111
Tercero	21	339	6029	CMC-139112
Toll	31	482		CMC-139113
T.S.	31	485		CMC-139114
Twilight	58	128	20622	CMC-139115
Tyde	31	475		CMC-139116
Unita	42	439		CMC-139117
Amended	58	223		

SCHEDULE 2, Continued

NAME	COUNTY RECORDS		MINERAL SURVEY	BLM SERIAL NO.
	BOOK	PAGE		
U.S. No. 1	58	17		CMC-139118
Amended	126	493		
U.S. No. 2	58	17		CMC-139119
Amended	126	494		
U.S. Grant	4	61	1063	CMC-139120
Vaile	31	484		CMC-139121
Virginia	42	164		CMC-139122
Amended	130	128		
Wallach	42	316		CMC-139123
Wamba	58	129	20620	CMC-139124
Wheeler	31	410	11558	CMC-139125
William J. Bryan	42	2		CMC-139126
Williams	31	482		CMC-139127
Wilson	31	480		CMC-139128
Wittle	42	89		CMC-139129
Wolcott	31	487		CMC-139130
Wonder	31	247	7947	CMC-139131
Ysabel	31	548		CMC-139132
Amended	122	416		
Zig Zag	42	546		CMC-139133
Amended	130	126		
Zimmerman	42	315		CMC-139134

SCHEDULE 3

TO MINING DEED DATED AUGUST 27, 1980
FROM CRYSTAL EXPLORATION AND
DEVELOPMENT COMPANY AND CRYSTAL
OIL COMPANY TO THE ANACONDA COMPANY

SEGREGATED LANDS

The following described patented fee lands located in Dolores County, State of Colorado, together with all surface and mineral rights, which are more particularly described by reference to Township, Range and Section (all with reference to the New Mexico Principal Meridian), as follows:

Township 41 North, Range 10 West

Section 14: SW1/4 NE1/4
 NW1/4 SE1/4
Section 35: SE1/4 NW1/4
 E1/2 SW1/4

Township 41 North, Range 9 West

Section 31: N1/2

Township 40 North, Range 10 West

Section 2: NE1/4 NW1/4
 E1/2 SE1/4

All as described in that certain Treasurer's Deed from Treasurer of Dolores County to The Rico Argentine Mining Company, dated December 29, 1941, and recorded in the Real Property Records of Dolores County, Colorado on December 31, 1941 in Book 63 at Page 79.

AND the following described patented fee lands located in Dolores County, Colorado, together with all surface and mineral rights, which are more particularly described by reference to Township, Range and Section (all with reference to the New Mexico Principal Meridian), as follows:

Township 40 North, Range 10 West

Section 20: SW1/4 SE1/4
Section 29: N1/2 NE1/4
 NE1/4 NW1/4

All as described in that certain Treasurer's Deed from Treasurer of Dolores County to Rico Argentine Mining Company, dated and recorded in the Real Property Records of Dolores County on October 27, 1944, in Book 63 at Page 103.

RCT 000002686

RAM01519

SCHEDULE 4

TO MINING DEED DATED AUGUST 27, 1980
FROM CRYSTAL EXPLORATION AND
DEVELOPMENT COMPANY AND CRYSTAL
OIL COMPANY TO THE ANACONDA COMPANY

RICO TOWNSITE LANDS

The property described in this Schedule 4 shall include the mineral rights listed below, as well as the surface and mineral rights identified below.

Mineral rights only to the following described property, all located within the Rico Townsite, County of Dolores, State of Colorado, as per the plats of record in the Office of the Clerk and Recorder of Dolores County:

BLOCK 1	LOTS 2 LOTS 3,4 LOTS 17 THROUGH 20 LOTS 21,22 LOTS 36 THROUGH 38 LOTS 39,40
BLOCK 2	LOTS 5,6 LOTS 9 THROUGH 12 LOTS 16 THROUGH 18
BLOCK 4	LOTS 4,5 LOTS 39,40
BLOCK 5	LOTS 25 THROUGH 31
BLOCK 6	North 19 feet of LOT 29 LOT 30 LOTS 31,32 LOTS 39,40
BLOCK 7	LOTS 17 THROUGH 19 LOTS 21,22 LOT 33
BLOCK 8	LOTS 19,20
BLOCK 10	LOTS 17 THROUGH 26 LOTS 29 THROUGH 40
BLOCK 11	LOTS 3,4 LOTS 13 THROUGH 20 LOTS 21 THROUGH 29 LOTS 32 THROUGH 34
BLOCK 12	LOTS 2 THROUGH 4 LOTS 17 THROUGH 20 LOTS 39,40
BLOCK 13	LOTS 1 THROUGH 20
BLOCK 14	LOTS 24 THROUGH 40

RCT 000002687

RAM01520

SCHEDULE 4, continued

BLOCK 15	LOTS 6,7 LOTS 14 THROUGH 16 North 3/4 of LOT 17 LOTS 28 THROUGH 31 LOTS 33,34
BLOCK 16	LOTS 1 THROUGH 4
BLOCK 18	LOTS 10 THROUGH 13 LOTS 17 THROUGH 24 LOTS 26 THROUGH 28
BLOCK 19	LOTS 1 THROUGH 3 LOTS 6 THROUGH 9 LOTS 11,12 LOTS 30 THROUGH 34 LOTS 37 THROUGH 40
BLOCK 20	LOT 9 LOTS 21,22 LOT 28 LOTS 31 THROUGH 40
BLOCK 21	LOTS 1 THROUGH 4
BLOCK 22	East 1/2 of LOTS 17 THROUGH 20
BLOCK 23	LOTS 5,6 LOT 10 LOTS 16 THROUGH 32
BLOCK 24	LOT 31 LOTS 35,36
BLOCK 25	LOTS 5,6
BLOCK 26	LOTS 35,36
BLOCK 29	LOTS 1 THROUGH 5
BLOCK 38	LOTS 21 THROUGH 40
BLOCK 39	LOTS 1 THROUGH 40
BLOCK B	LOTS 8 THROUGH 10

Parcels 8, 13, 18, 19, 22, and 24 of the Atlantic Cable Sub-division.

All mineral rights subadjacent to all streets, alleys and utility rights-of-way granted to the Town of Rico or any public utility.

Mineral and surface rights to the following described property, all located within the Rico Townsite, County of Dolores, State of Colorado, as per the plats and other documents of record in the Office of the Clerk and Recorder of Dolores County:

BLOCK 1	LOTS 5,6 LOTS 34,35
BLOCK 5	LOTS 12 THROUGH 14
BLOCK 9	LOTS 20 THROUGH 24

SCHEDULE 4, continued

BLOCK 11	LOTS 1,2
	LOTS 11,12
	LOTS 30,31
BLOCK 12	LOTS 23 THROUGH 26
	LOTS 31 THROUGH 36
	East 75 feet of
	LOTS 37 THROUGH 40
BLOCK 14	LOTS 21 THROUGH 23
BLOCK 16	LOTS 36,38
BLOCK 17	LOTS 1,24,25
BLOCK 18	LOTS 14 THROUGH 16
BLOCK 19	LOTS 21 THROUGH 24
	LOTS 25,26
BLOCK 24	LOTS 21 THROUGH 30
	LOTS 32 THROUGH 34
BLOCK 25	LOTS 1 THROUGH 4
	LOTS 7 THROUGH 40
BLOCK 28	LOTS 1 THROUGH 20
BLOCK 30	LOTS 3 THROUGH 6
BLOCK A	LOT 13
	LOT 38
TRACT A	
TRACT B	
TRACT C	
TRACT D	
R.G.S. NORTH (TRACT I)	
MAX BOEHMER TRACT	
RICO SMELTING CO. TRACT	
A. E. ARMS TRACT	
PASADENA MILL PROPERTY AND	
NORTH A.E. ARMS TRACT	
SOUTH A.E. ARMS TRACT	
TREMBLE TRACT	
ROY'S TRACT (excluding .813 acres deeded to Dolores County)	
R.G.S. TRACT SOUTH	
THOMPSON TRACT	
WINKFIELD TRACT	
GRAVEYARD TRACT	
F.G. DAY TRACT	
WARNER K. PATRICK TRACT	
PASADENA REDUCTION TRACT	
GROUP TRACT	
RIO GRANDE RAILROAD RIGHT OF WAY	
BEAM TRACT	
LITTLE ADA N. TRACT	
LITTLE ADA SOUTH TRACT	
Q TRACT	
TRACTS RECEIVED FROM TOWN OF RICO BY CONVEYANCE RECORDED IN BOOK	
187 AT PAGES 40-42	

SCHEDULE 4, continued

The following named patented mining claims, to the extent included within the boundaries of the Town of Rico:

<u>NAME</u>	<u>MINERAL SURVEY NUMBER</u>
APEX	1136
ASTEC MILLSITE	367B
BED ROCK	8030
ATLANTIC CABLE	1136
CHESTNUT	435
COLUMBIA MILLSITE	365B
EIGHTY-EIGHT	7348
ELLA D	5659
ELLIOTT	1536A
EVENING CALL	8029
FRANKLIN (3/4 interest)	564
GEM OF BEAUTY	1164
GOLDEN AGE	5956
GOLDEN FLEECE	2261
GROUP MILLSITE	11583B
GULCH	1513
HILLSIDE	7994
HILLSIDE 2	7994
HOME	8031
ISABELLE	2036
LUCY	1456
MARY	6205
MILLIE	7988
NEWMAN	436A
NEW YEAR	1538
RIVERSIDE	590
SAM PATCH	8031
SHAMROCK	5832
SMUGGLER	5912
SNOW FLAKE	6216
SWANSEA	434
SYNDICATE	2185A
TELEGRAPH	780
W. L. STEPHENS	7017
YANKY BOY	6969

The follow unpatented mining claims, to the extent included within the boundaries of the Town of Rico:

MELVIN CLARENCE
NEWMAN MILLSITE
RAMCO 21
ROBERT E. LEE
SHEARED

Parcels 1 through 7, 9 through 12, 14 through 17, 20, 21, 23, and 25 through 42 of the Atlantic Cable Subdivision.

SCHEDULE 5

TO MINING DEED DATED AUGUST 27, 1980
FROM CRYSTAL EXPLORATION AND
DEVELOPMENT COMPANY AND CRYSTAL
OIL COMPANY TO THE ANACONDA COMPANY

WATER RIGHTS

The following named adjudicated water rights, in the Dolores River Watershed in Dolores County, Colorado, which were decreed to Rico Argentine Mining Company by the District Court in and for Water Division No. 7, State of Colorado, on the dates and in the Cases numbered as follows:

<u>Name of Ditch or Other Structure</u>	<u>Case No.</u>	<u>Date</u>
Silver Swan Tunnel	W-798	10/18/72
Wamba Spring	W-797	5/25/73
RAMCO No. 21 Spring	W-803	10/18/72
Silver Swan Spring	W-805	10/18/72
Cowdrey Spring	W-804	10/18/72
St. Louis Tunnel	W-802	10/18/72
Blaine Tunnel	W-801	10/18/72
DDH-OSSA (Artesian Drill Hole)	W-799	10/18/72
DDH-OS4 (Artesian Diamond Drill Hole)	W-800	10/18/72
Pro Patria Tunnel	W-812	11/10/72
Mountain Springs Tunnel	W-811	11/10/72
Bemis Spring Area	W-810	11/10/72
Piedmont Springs	W-809	11/10/72
Strawberry Springs	W-808	11/10/72

RCT 000002691

RAM01524

SCHEDULE 6

TO MINING DEED DATED AUGUST 27, 1980
FROM CRYSTAL EXPLORATION AND
DEVELOPMENT COMPANY AND CRYSTAL
OIL COMPANY TO THE ANACONDA COMPANY

EXCEPTIONS

- (1) That certain Grazing Agreement between Rico Argentine Mining Company and Clyde Goodall dated July 11, 1980.
- (2) That certain Grazing Agreement between Rico Argentine Mining Company and Grady R. Leavell dated June 1, 1980.
- (3) That certain Receipt and Option Contract dated December 10, 1979, between Jim Cooper and Alta Mae Cooper ("Purchaser"), and Crystal Exploration and Production Company concerning Tract #3, Atlantic Cable Subdivision to the Town of Rico, Colorado.
- (4) That certain Receipt and Option Contract dated October 10, 1979 between Richard B. Erickson and Garey S. Erickson ("Purchaser"), and Crystal Exploration and Production Company concerning Lots 12, 13 and 14, Block 5, Town of Rico, Colorado.
- (5) That certain Receipt and Option Contract dated December 21, 1979, between T. L. Sexton and Marjorie H. Sexton ("Purchaser"), and Crystal Exploration and Production Company.
- (6) That certain Receipt and Option Contract dated March 27, 1980, between Hallet B. Elson and Susan C. Elson ("Purchaser"), and Crystal Exploration and Production Co. concerning Tract #23, Atlantic Cable Subdivision, Town of Rico.
- (7) That certain unwritten agreement between Ed Merritt and Rico Argentine Mining Co. providing for the purchase of the Thompson Tract, Town of Rico, on or before September 15, 1980, for \$10,000.00.
- (8) The obligations of Rico Development Company, Inc. under that certain Receipt and Option Contract dated July 10, 1979, between Norman E. Lepker, Roxiena Joan Lepker, Robert W. Love and Judy A. Love ("Purchaser"), and Rico Development Company, Inc. concerning the East 3/4 of Lots 37, 38, 39 and 40, Block 12, Townsite of Rico.

RCT 000002692

RAM01525

SCHEDULE 6, Continued

- (9) All obligations of Rico Argentine Mining Company under that certain Resolution of the Board of Trustees of the Town of Rico dated November 8, 1978, concerning the "water crisis of 1976 and 1977."
- (10) All obligations of Rico Argentine Mining Company under that certain Agreement dated _____, 1972 with the Town of Rico concerning the sale of "materials needed in the gravelling of said streets."
- (11) All obligations of Rico-Argentine Mining Co. under that certain Lease Agreement dated March _____, 1977 with the Town of Rico concerning the use of Lots 21 through 30, inclusive, of Block 39, a portion of the Group Tract, a part of River Street extended and a part of the alley in Block 39 for use by the Town of Rico as a dump and sanitary land fill between the date of said Lease Agreement and June 30, 1981.
- (12) All obligations of Rico Argentine Mining Company under that certain Agreement dated March _____, 1977, with the Town of Rico concerning the prospective granting of certain "appertenant permanent easements noot [sic] to exceed 20 feet in width for the purpose of providing . . . the perpetual right to enter at any time and from time to time and to maintain repair, build, rebuild, operate, patrol, excavate and install or replace one or more water lines [sic], or existing water lines located within and outside the Town of Rico, Colorado which easements shall be more particularly described in a deed or deeds to be recorded in the Clerk and Records office of Dolores County, State of Colorado, when said locations are determined by the parties."
- (13) That certain perpetual easement granted by Rico Argentine Mining Company to the Town of Rico, Colorado and more particularly described as follows:

"Beginning at a point in Section 36, T.40N., R.11W., N.M.P.M., from which point U.S.L.M. #1 bears N. 01 degrees 40'23"W. a distance of 1411.07 ft.; thence, N.09 degrees 58'51"E. a distance of 93.96 ft.; thence, N.26 degrees 32' 01"E. a distance of 147.49 ft.; thence, N.50 degrees 58'59"E. a distance of 99.45 ft.; thence, N.39 degrees 16'12"E. a distance of 124.30 ft.; thence, N.37 degrees 07'21"E. a distance of 131.15 ft., from which point U.S.L.M. #1 bears N.21 degrees 14'03"W. a distance of 989.76 ft."

SCHEDULE 6, continued

- (14) Those certain right-of-way easements granted by Rico Argentine Mining Company to the Town of Rico, Colorado, on February 1, 1978, which are more particularly described in the copies thereof recorded in the Office of the Dolores County Clerk and Recorder on February 10, 1978, in book 175 at pages 229, 230, 231, 232, 233, 234, 236 and 239.
- (15) All encumbrances, easements and other matters appearing of record in Dolores County.
- (16) Real property taxes for 1980, due and payable in 1981.
- (17) Anaconda's obligation to convey to the Town of Rico the surface only of the East 20 feet of Lots 5 through 20, Block 28, Rico Townsite.

QUITCLAIM DEED

THIS DEED, made this 17 day of August, 1980, between CRYSTAL EXPLORATION AND PRODUCTION COMPANY, a Florida corporation, and CRYSTAL OIL COMPANY, a Maryland corporation ("Grantors"), and THE ANACONDA COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware ("Anaconda"), whose street address is 555 Seventeenth Street, Denver, Colorado 80217;

W I T N E S S E T H:

That Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid by Anaconda, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and quitclaimed, and by these presents do grant, bargain, sell, quitclaim and confirm unto Anaconda, its successors and assigns forever, the following described property situate, lying and being in the County of Dolores, and State of Colorado, to wit:

All property, of whatsoever character real, personal or mixed, now owned by Grantors, or either of them (or by Crystal Exploration and Production Company's division, Rico Argentine Mining Company), not otherwise conveyed by that certain Mining Deed from Grantors to Anaconda of even date herewith and that certain Bill of Sale from Grantors to Anaconda of even date herewith, including any unadjudicated water rights owned by Grantors (including, without limitation, those water rights identified as Coke Ovens Tank and Pipeline, Leon Flume, Leon Flume No. 2 and Pipelines), and excepting only the Gulf Patented Lode Mining Claim and the Silver Glance Lode Mining Claim (U.S. Mineral Survey No. 7111), without any other exception or reservation whatsoever.

Provided, however, that all assets of The Rico Telephone Company as described on that certain document entitled "Annual Report to the Public Utilities Commission of Colorado For Year Ended December 31,

RCT 000002540

RAM01501

1979" and dated April 8, 1980, not otherwise conveyed by that certain Bill of Sale from Grantors to Anaconda of even date herewith, are hereby granted, bargained, sold and quitclaimed subject to the approval of the Public Utilities Commission of Colorado.

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all of the estate, right, title, interest, claim and demand whatsoever, of Grantors, or either of them, either in law or in equity, of, in and to the above bargained premises, with the hereditaments and appurtenances appertaining thereto; and all improvements and fixtures, mines, minerals, ores, veins, dips, spurs, angles and extralateral rights, and all dumps, severed ore, waste rock, spoils, tails, rights, privileges and franchises thereto incident or therewith used and enjoyed;

TO HAVE AND TO HOLD, the said premises above bargained, quitclaimed and described with the appurtenances, unto THE ANACONDA COMPANY, its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantors have hereunto set their respective hands and seals the day and year first above written.

CRYSTAL EXPLORATION AND PRODUCTION
COMPANY, a Florida corporation

[Corporate Seal]

By [Signature]
Its President

ATTEST:

[Signature]
Its Secretary

ATTEST
[Signature]
Secretary

[Corporate Seal]

CRYSTAL OIL COMPANY, a
Maryland corporation

By: [Signature]
its President

STATE OF LOUISIANA)
) ss.
Parish of Caddo)

The foregoing instrument was acknowledged before me on
this 27th day of August, 1980, by Robert F. Roberts
as President of Crystal Exploration and Production
Company, a Florida corporation.

Witness my hand and official seal.

(SEAL)

[Signature]
Notary Public

LAMAR G. CASKEY, JR.
NOTARY PUBLIC, Caddo Parish, Louisiana
My Commission is for Life

My commission expires _____

STATE OF LOUISIANA)
) ss.
Parish of Caddo)

The foregoing instrument was acknowledged before me on
this 27th day of August, 1980, by Robert F. Roberts
as President of Crystal Oil Company, a Maryland cor-
poration.

Witness my hand and official seal.

(SEAL)

[Signature]
Notary Public

LAMAR G. CASKEY, JR.
NOTARY PUBLIC, Caddo Parish, Louisiana
My Commission is for Life

My commission expires _____

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is entered as of the 9th day of May, 1988, between ATLANTIC RICHFIELD COMPANY,, a Delaware corporation ("ARCO") as Seller and RICO DEVELOPMENT CORPORATION, a Colorado corporation ("Buyer").

ARCO owns certain town lots, patented mining claims and other patented lands (collectively the "Fee Lands") plus unpatented mining claims and water rights, along with the real estate purchase contracts, improvements and equipment, in Rico, Dolores County, Colorado, described in Exhibit A (the "Property"). The Property includes approximately 2,900 acres. ARCO desires to sell and Buyer desires to buy the Property.

THEREFORE, in consideration of the mutual promises in this Agreement and the benefits to be derived, the parties agree as follows:

1. Purchase and Sale. Buyer shall purchase from ARCO and ARCO shall sell to Buyer all ARCO's rights, title and interest in the Property for a total purchase price of \$925,000, unless adjusted pursuant to Section 11 hereof. The total purchase price is to be paid as follows:

(a) \$25,000 upon execution of this Agreement as an earnest money deposit.

(b) An additional earnest money deposit of \$25,000 payable 46 consecutive days after execution of this Purchase and Sale Agreement.

(c) The balance of the purchase price due at Closing as that term is defined herein.

(d) All payments required pursuant to the Agreement shall be paid in certified funds, by cashiers check or wire transfer.

(e) Refundable Period. With the exceptions of situations which fall within the provisions of Article 9 hereof, Buyer may cancel this Agreement by providing a written notice of cancellation to ARCO, prior to the 21st consecutive day after the execution of this Agreement and Buyer shall receive a full refund of escrow money deposits, without any interest accruing thereon, and both Buyer and ARCO shall be relieved from any additional obligations under this Agreement, except as provided in Article 4 hereof as to the return of data and confidentiality. Additionally, Buyer may cancel this Agreement, by providing a written notice of cancellation to ARCO, at any time between the 22nd and 45th consecutive day after the execution of this Agreement; provided, however, that \$5,000.00 of the earnest money deposit shall become non-refundable and shall become the

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immediate and sole property of ARCO and both parties shall be relieved from any further obligations pursuant to this Agreement, except as provided in Article 4 hereof as to return of data and confidentiality. If 46 consecutive days after the execution of this Agreement, Buyer shall not have provided a written notice of cancellation to ARCO, the full amount of the earnest money deposit shall become non-refundable and shall be the immediate and sole property of ARCO and both parties shall be relieved from any further obligations under this Agreement except as provided in Article 4 hereof as to the return of data and confidentiality. In the event that this transaction is closed, all earnest money deposits paid by Buyer shall be credited against the purchase price.

2. Conditions to Closing

(a) Buyer's conditions to Closing are as follows:

(1) Buyer shall determine that there is no substantial material defect of title to the Property (as defined in Article 9) based upon a review of the preliminary title insurance commitments for the patented claims and other title evidence. Buyer shall have 60 days from the date of the execution of this Agreement to complete its review of title.

(2) Buyer shall approve of the Property based upon a physical inspection and feasibility study of the material to be provided to Buyer pursuant to Article 4 hereof. Buyer must report its disapproval within 46 consecutive days after the date of this Agreement in order to receive any refund of its earnest money deposit.

(3) Receipt of the approval of the assignment of the Colorado Discharge Permit System, Permit No. CO-0029793 as amended (the "Discharge Permit").

(b) ARCO's conditions to Closing are as follows:

(1) ARCO shall approve of Buyer's credit worthiness and ability to assume the obligations of the sale as set forth herein. Buyer has provided ARCO with certain financial statements upon which ARCO is relying. Buyer warrants that all aspects of said financial statements are true and accurate. Buyer shall inform ARCO of any materially adverse changes in its financial condition occurring prior to Closing and, upon ARCO's reasonable request, shall provide ARCO with any additional financial or other information which may relate to Buyer's ability to perform.

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(2) Receipt of the approval of the assignment of the Discharge Permit. In this regard, ARCO shall submit within 46 days after the execution date of this Agreement an "Application for Transfer and Acceptance of Terms of a Colorado Permit" (the "Application") relative to the transfer of the Discharge Permit. Buyer shall have cooperated in a reasonable manner to assist ARCO in the preparation and submittal of the Application. It is agreed that the Application shall be withdrawn if Closing does not occur and Buyer shall be released from any responsibility or obligations associated with the Application.

(3) ARCO is the owner of a vendee's interest in a land sale contract, associated Promissory Note and Deed of Trust dated September 1, 1981 between Lucy Fahrion, James E. Fahrion and Robert A. Fahrion as Seller and The Anaconda Company, ARCO's predecessor in interest. The property which is subject to the Contract, the associated Promissory Note and Deed of Trust is described in Exhibit B attached hereto. Parties agreed that as part of the consideration for this sale, ARCO will assign and convey its rights and obligations in the Contract, Promissory Note and Deed of Trust and Buyer shall assume all of ARCO's rights and obligations thereunder. Accordingly, at Closing Buyer agrees to provide ARCO an assumption of the Contract, Promissory Note and Deed of Trust in the form of Exhibit C attached hereto and Buyer shall agree to defend, indemnify and hold ARCO harmless from all matters associated therewith.

(4) ARCO is the owner of a vendee's interest in a land sale contract, associated Promissory Note and Deed of Trust dated June 8, 1982 between Gerald F. Lynton and Martha A. Lynton, husband and wife as Seller and Atlantic Richfield Company, ARCO's predecessor in interest. The property which is subject to the Contract, associated Promissory Note and Deed of Trust is described in Exhibit D attached hereto. Parties agreed that as part of the consideration for this sale, ARCO will assign and convey its rights and obligations in the Contract, Promissory Note and Deed of Trust and Buyer shall assume all of ARCO's rights and obligations thereunder. Accordingly, at Closing Buyer agrees to provide ARCO an assumption of the Contract, Promissory Note and Deed of Trust in the form of Exhibit C attached hereto and Buyer shall agree to defend, indemnify and hold ARCO harmless from all matters associated therewith.

3. Closing. The Closing shall be held at a mutually agreeable time on or before the expiration of 120 days from the date of execution of this Agreement at ARCO's office in Denver, Colorado or such other place as the parties may agree.

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At the Closing, ARCO shall deliver to Buyer the following:

- (a) a Special Warranty Deed in the form of Exhibit F to the Fee Lands;
- (b) a Quit Claim Deed in the form of Exhibit G to the unpatented mining claims and water rights;
- (c) a Bill of Sale in the form of Exhibit H to all the personal property;
- (d) a standard coverage title insurance policy covering the Fee Land in the amount of the purchase price, subject to the exceptions shown on the preliminary title commitments. It is the intent of ARCO to transfer to Buyer all assets of whatever nature in and around Rico that ARCO owns as of the date of the Closing. The list of personal property in Exhibit A is based on ARCO's prior records and may be inaccurate. Some items listed may no longer be in ARCO's possession and, therefore, are not part of the sale. Other items may be a part of the sale but not listed; and
- (e) confirmation of assignment of the Discharge Permit to the Buyer.

At the Closing, Buyer shall deliver to ARCO the following:

- (a) The payment of the balance of the purchase price as required by Section 1.C. hereof; and
- (b) The documents referenced at Articles 2.(b)(3) & (4) hereof.
- (c) Personal guarantees from Marion D. Sell and Wayne E. Webster, in forms attached hereto as Exhibits I and J.

Within one year subsequent to Closing, if Buyer identifies any fee lands or unpatented mining claims located within the Rico Project Area, as described as "Anaconda Holdings, Rico, Dolores County, Colorado, Plate 2" dated June 19, 1987, which were not previously conveyed by Seller to Buyer at Closing, then Buyer shall notify Seller in writing and Seller shall have 30 days in which to quitclaim such property to Buyer.

4. Data Inspection. All technical, environmental and ownership data concerning the Property, located at Rico or in Denver, will be transferred to Buyer as soon as practicable after the Closing. ARCO will make all that data available to Buyer or its representatives for inspection between the signing of this Agreement and the Closing. Buyer and its agents shall use the

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information internally and for its own benefit until Closing and treat it in a confidential and proprietary manner during that period. ARCO makes no warranty, representation or guarantee concerning the technical, environmental and ownership data as to completeness, accuracy, or reliability, or reproducibility, merchantability or fitness for a particular purpose. If the Closing does not occur for whatever reason; Buyer shall return to ARCO all copies of any data made during this period and maintain the data and information as confidential for five years. Subsequent to Closing, Buyer shall allow ARCO access to any data upon prior written notice by ARCO. ARCO shall be allowed to make copies of the data, at its sole expense, if needed for litigation, audits, tax reviews, or any related matter. ARCO does not have a survey of the Property. Buyer may obtain a survey at its own expense.

5. Warranties and Indemnification.

(a) Except for granting a Special Warranty Deed to the Fee Lands, ARCO makes no warranties or representations whatsoever as to its title to the Property. Prior to Closing Buyer shall be entitled to make such examination and investigation with respect to ARCO's title to the Property as Buyer deems necessary or desirable. Buyer shall be entitled to the remedies indicated in Paragraph 9 under the substantial material defect process outlined therein. Prior to Closing Buyer shall have the right to make such examination and investigation of the physical condition of the Property as Buyer deems necessary or desirable. Buyer represents that after that investigation, Buyer shall have satisfied itself with its familiarity with the Property, the boundaries of the Property and the condition of the Property, including the existence of possible hazardous and dangerous conditions and structures on or in the Property, and that Buyer is prepared to accept the Property at Closing in its current condition, as is, where is together with all liabilities associated therewith, and without any warranties from ARCO as to the condition of the Property. **ADDITIONALLY, ARCO HAS MADE NO REPRESENTATIONS OR WARRANTY WITH RESPECT TO THE CONDITION OR SUITABILITY OF ANY STRUCTURES, FIXTURES, OR OTHER TANGIBLE PERSONAL PROPERTY INCLUDED IN THE PROPERTY AND BUYER WILL ACQUIRE ALL THAT PROPERTY WITHOUT WARRANTY OF ANY KIND, EXPRESSLY INCLUDING ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.**

(b) Buyer agrees to indemnify, defend and hold ARCO, its affiliated companies, and their respective officers, directors, employees and shareholders harmless from all claims, demands, damages and liabilities with respect to personal injury, death or property damage by anyone,

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whenever occurring, arising or resulting from the condition of the Property or the use or occupancy by Buyer, its [heirs, personal representatives] successors and assigns, of the Property subsequent to Closing.

(c) ARCO cannot and does not warrant in any way its title to the water rights conveyed as part of the Property or the quantity, priority or right to use any of the water rights, historical use of any such water rights, the beneficial use or uses to which water rights have been applied, or the point or points at which the water rights may be used at this time or in the future. In no event shall ARCO be responsible for any loss, restriction or diminution of any of the water rights to be conveyed hereunder which is caused by any subsequent adjudication, judgment, or other decision after the date of the Closing. Subsequent to Closing, Buyer shall be responsible for all water rights conveyed to it by ARCO, including, without limitation, responsibility for taking all steps necessary to maintain the water rights, giving all required notices with respect to their transfer, and obtaining all necessary approvals to change a point of diversion, place of use, type of use or other actions necessary to maintain the water rights, or to use them.

6. Environmental Liabilities. The Buyer is thoroughly familiar with the nature of the environmental situation at the Property. Buyer has been provided access to all data and records regarding environmental matters associated with the Property and agrees to assume full responsibility for all existing and future environmental liabilities resulting from the current condition of the Property or the use or occupancy of the Property by the Buyer, or its [heirs, personal representatives] successors and assigns, subsequent to Closing, including without limitation, water quality and treatment relating to the Property, including, but without limitation, responsibility, coverage and liability for the Discharge Permit. Buyer agrees to indemnify and hold ARCO, its affiliated companies, and their respective officers, directors, employees and shareholders harmless from any claims, demands, damages and liabilities, whenever occurring, resulting or arising from environmental conditions associated with the current condition of the Property or from the use or occupancy by Buyer or [heirs, personal representatives] successors and assigns, subsequent to Closing.

7. Survival. The covenants, agreements and indemnifications set forth in Articles 2(b), 5 and 6 hereof shall survive the Closing.

8. Pro-Rations. Taxes for the current year, rents, leases, water and other utilities constituting liens, if any, shall be prorated and adjusted as of the Closing.

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9. Title Examination and Defect. Except for granting a Special Warranty Deed for the Fee Lands, ARCO has not made and will not make at Closing, any representation or warranties whatsoever as to its title to the Property. ARCO has delivered to Buyer as of the date of this Agreement preliminary title insurance commitments issued by Lawyers Title Insurance Corporation containing a commitment to issue a standard owner's title insurance policy to Buyer in the full amount of the purchase price at the time of Closing, subject only to the conditions and exceptions to title set forth in this Agreement and in the preliminary title insurance commitments. Prior to Closing, Buyer may make such examination and investigation with respect to ARCO's title to the Property as Buyer deems necessary and desirable. If, within 60 days after the date of this Agreement, Buyer identifies any substantial material defect in ARCO's title to the surface of the Property (as used herein, a "substantial material defect" shall be deemed to be a defect or other matter, of record, which makes ARCO's title to the surface of the Property unmarketable, but the phrase shall not be interpreted as having any application to outstanding rights-of-way, easements, surface leases, lot leases, land use permits and similar rights which may have been previously granted to third parties), Buyer shall give ARCO written notice of such defect, and ARCO shall have 45 days in which to remedy or clear the defect. Buyer shall have the right to terminate this Agreement and receive a refund of the earnest money pursuant if the defects noticed to ARCO within the 60 day period are not remedied prior to Closing, then the Buyer shall have the option of terminating this Agreement and neither Party shall have any further rights or obligations under this Agreement except as to confidentiality and return of data as set forth in Article 4 hereof.

10. Possession. Buyer shall be entitled to possession of the Property upon Closing subject to existing leases or rental agreements covering the Property or at such earlier date as Buyer and ARCO may mutually agree.

11. Annual Assessment Work. If Closing occurs prior to July 15, 1988, Buyer shall perform the annual assessment work on the unpatented mining claims for the assessment year ending August 31, 1988 in order to satisfy the requirements of the mining laws of the United States. If Buyer performs said assessment work, he agrees to make in a timely fashion all filings of affidavits concerning the completion by Buyer of such assessment work as required by applicable state law and by the U.S. Department of Interior and Bureau of Land Management under the provisions of the Federal Land Policy and Management Act of 1976 (43 U.S.C. §1744), and under regulations issued pursuant to such Act.

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If Closing occurs subsequent to July 15, 1988, ARCO shall perform the annual assessment work and the purchase price shall be increased by \$25,000 for a total purchase price of \$950,000, less any qualifying assessment work completed by Buyer or its approved agents or assigns, prior to July 15, 1989 and approved by the Seller.

12. Brokers Commission. Neither ARCO nor Buyer has engaged or employed any broker or finder in connection with the negotiation, execution and delivery of this Agreement, and no brokers or finders' fee or commission shall be due with respect to any aspect of this transaction.

13. Assignment; Inurement. The rights, interests and obligations of Buyer under this Agreement shall not be assigned by Buyer, in whole or part, without the prior written consent of ARCO. Any attempted assignment made by Buyer without such written approval shall be void. All the terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon respective heirs, successors and assigns of the parties.

14. Notices. Any notice required to be given hereunder shall be in writing and shall be deemed properly given upon delivering it personally to the party to be notified, or upon mailing the notice, by registered or certified mail, return receipt requested, to the party to be notified at its address stated below, or at such other address within the United States of America which the party to be notified may have designated prior thereto by written notice to the other:

BUYER: Rico Development Corporation
7373 N. Scottsdale Road, B-160
Scottsdale, Arizona 85253
Attn: Marion D. Sell, President

ARCO: ARCO Coal Company
Division of Atlantic Richfield
Company
555 Seventeenth Street
Denver, Colorado 80202
Attn: John Hardin

15. Further Assurances. Either party, at the request of the other, shall execute and deliver to the other any instruments, agreements, documents, permits or applications, or any other papers reasonably required by the requesting party, and shall do such other acts as may be reasonably requested by the other, all to effect the purposes of this Agreement.

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16. Miscellaneous.

(a) This Agreement and all other instruments executed by the parties in the furtherance of the transaction contemplated hereby and the rights and obligations of the parties hereunder shall be governed and construed in accordance with the laws of the State of Colorado;

(b) The invalidity or unenforceability of any portion or provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision of this Agreement;

(c) Time is of the essence of this Agreement;

(d) Buyer and ARCO each represent and warrant to the other that they have full power and authority to execute this Agreement;

(e) All exhibits mentioned in this Agreement shall be attached hereto and shall be an integral part hereof; and

(f) Headings and captions hereof are for convenience and reference only and shall not be considered in interpreting the provisions hereof.

17. Entire Agreement. This writing sets forth the entire agreement and understanding between the parties, there being no oral agreements, promises or representations which are or may be incidental or supplementary to the provisions hereof. No change in, addition to, or waiver of any of the provisions of this Agreement shall be binding upon the parties unless made in writing and signed by an authorized representative of the party to be bound. No waiver by any party of a breach of any of the provisions of this Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of a different character.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

ATLANTIC RICHFIELD COMPANY

By: *Thomas H. Parker*Title: *Vice President*

BUYER

RICO DEVELOPMENT CORPORATION

By: *William D. Bell*Title: *President*

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STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this 11th day of May, 1988, by Thomas H. Parker of ATLANTIC RICHFIELD COMPANY, a Delaware corporation, on behalf of the corporation.

Marilyn Boldt
Notary Public

Address:

MARILYN BOLDT

555 Seventeenth Street

Denver, Colorado 80202

My commission expires August 28, 1991.

My Commission Expires: 8-28-91

STATE OF ARIZONA)
COUNTY OF Maricopa) ss

The foregoing instrument was acknowledged before me this 5th day of May, 1988, by MARION D. SELL, as President on behalf of RICO DEVELOPMENT CORPORATION, ~~an Arizona corporation~~ a Colorado corporation.

Kathleen Smith
Notary Public

Kathleen Smith

Address:

7373 N. Scottsdale Rd., B-160

Scottsdale, Arizona 85253

My Commission Expires:

My Commission Expires Aug 13, 1991

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EXHIBIT SUMMARY

- Exhibit A - Property Description
- Exhibit B - Fahrion Contract, Promissory Note and Deed of Trust
- Exhibit C - Assumption of Fahrion Contract, Promissory Note and Deed of Trust
- Exhibit D - Lynton Contract, Promissory Note and Deed of Trust
- Exhibit E - Assumption of Lynton Contract, Promissory Note and Deed of Trust
- Exhibit F - Special Warranty Deed
- Exhibit G - Quitclaim Deed
- Exhibit H - Bill of Sale
- Exhibit I - Guarantee - Marion D. Sell
- Exhibit J - Guarantee - Wayne E. Webster

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Exhibit A

June 17, 1980

Crystal Exploration and Production Company
P.O. Box 21101
Shreveport, Louisiana 71120

Attention: Robert F. Roberts
President

Re: Purchase of Rico Properties

Gentlemen:

This letter represents an offer by The Anaconda Company ("Anaconda") to purchase substantially all of the real and personal property owned by Crystal Exploration and Production Company ("Crystal") in Dolores County, Colorado, including properties of Rico Argentine Mining Company, a division of Crystal.

Anaconda hereby offers to purchase such properties from Crystal on the following terms and conditions:

1. Property Conveyed. The property to be purchased by Anaconda is all of the real and personal property, and related property rights, of Crystal located within Dolores County, Colorado, excepting only the Gulf and Silver Glance Mining Claims (U.S. Mineral Survey No. 7111). Such property to be purchased by Anaconda (the "Property") would include the following:

(a) Real Property. All patented mining claims identified on the attached Exhibit A; all unpatented mining claims identified on attached Exhibit B; all segregated lands described on the attached Exhibit C; and all real property rights, including lots, unsubdivided lands and mineral rights, within the Rico Townsite, identified on the attached Exhibit D. Included with all such real property would be all of Crystal's surface and mineral rights, all standing timber, and all appurtenances and hereditaments, including any easements, rights-of-way and water rights, and together with all buildings, structures and other improvements and fixtures located upon or affixed to such real property (the "Real Property").

(b) Dumps and Tailings. All dumps and tailings ponds, whether located on the Real Property or otherwise, to the extent owned by Crystal and located within Dolores County (the "Dumps and Tailings").

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(c) Data and Records. All geological, geophysical, geochemical, assay, engineering, legal, title, metallurgical and other pertinent data, reports, maps, and property appraisals concerning all or any portion of the Real Property, or past exploration, development or mining operations thereon, which Crystal has in its possession, which is reasonably available to Crystal, or which Crystal has a right to obtain from third parties, whether located at Rico, Salt Lake City, Shreveport or elsewhere. Also included shall be all information regarding contacts, past and present, with any environmental, safety, health or mining agency with regard to permits, licenses and approvals of any kind, and environmental or safety concerns, liabilities or responsibilities related to the Real Property. (All such information, reports and data are hereinafter collectively referred to as "Data.")

(d) All drill core obtained from the Real Property which is in Crystal's possession or reasonably available to it (the "Drill Core").

(e) Water Rights. All water rights, whether currently adjudicated or in the process of adjudication, together with all lines, ditches, and other conveyances owned or claimed by Crystal, and together with any other rights to use water, lines, ditches and other conveyances (the "Water Rights").

(f) Personal Property. All personal property currently owned by Crystal which is located within Dolores County which will be inventoried and identified in accordance with Paragraph 3(c) below (the "Personal Property").

(g) Telephone Company. All assets, including equipment, supplies, inventory, franchises, rights-of-way, permits, licenses and approvals, of The Rico Telephone Company (the "Telephone Company").

(h) Unearned Rentals. All rentals received by Crystal prior to the date of closing which include any period of time after that date shall be prorated on the number-of-days method and the unearned portion thereof computed (the "Unearned Rentals").

(i) Miscellaneous. Any right which Crystal may have to subsequently receive a conveyance of any real property located in Dolores County (or any interest therein) by virtue

of the purchase of any tax sale certificate or similar document, or as a result of any pending quiet title or similar action, and any permits, licenses or similar authorizations or approvals applicable to any of the Real Property or the Personal Property (the "Other Interests").

2. Purchase Price. The purchase price for Anaconda's purchase of all of the Property would be Four Million Five Hundred Thousand Dollars (\$4,500,000.00). The purchase price will not be subject to any subsequent adjustment, except that (i) real and personal property taxes for 1980, due and payable in 1981, will be pro rated between Crystal and Anaconda on the number-of-days method; (ii) Colorado Sales Tax on the Personal Property, and on any personal property included in the Telephone Company will be collected and remitted to the State by Crystal; and (iii) except that the Unearned Rentals will be paid to Anaconda at closing. Upon payment of the purchase price to Crystal, Crystal would have no further right, title or interest of any kind in any of the Property, and would retain no subsequent rights to use the crushing plant and mill, or any other facilities included in the Property.

3. Activities Prior to Closing. Beginning immediately, Crystal will ~~discontinue~~ lot sales in the Rico Townsite, and will not otherwise sell, assign, pledge, encumber, lease or convey any part of the Property to any third party.

No later than August 8, 1980, Crystal will deliver to Anaconda the following documents and information pertaining to the Property:

(a) All pertinent documents concerning pending adjudications of water rights and related matters, and regarding pending quiet title or similar actions, which relate to any portion of the Real Property and to which Crystal is a party;

(b) All documents concerning tax sale certificates and similar documents under which Crystal may subsequently receive title to real property located within Dolores County;

(c) A listing of all of the Personal Property, and of all assets of the Telephone Company, which will result from an inventory of all such property conducted jointly by employees of both Crystal and Anaconda prior to August 8, 1980;

(d) Written advice of any errors or omissions in the property descriptions attached hereto as Exhibits A through D;

(e) A list of creditors of Crystal in the form required by and otherwise in accordance with Section 4-6-104(2)(a) of the Colorado Uniform Commercial Code (concerning "Bulk Transfers");

(f) All pertinent documents concerning encumbrances or obligations of Crystal with respect to the Town of Rico, including any easements or rights-of-way granted to that Town;

(g) A list of and, if written, copies of all currently effective leases of any of the Real Property or of structures located thereon;

(h) All pertinent documents concerning the operations or assets of the Telephone Company; and

(i) Any other information which Crystal believes would be helpful to Anaconda in preparing the necessary documents evidencing the conveyance of all of the Property to Anaconda or in facilitating such transfer.

No later than August 8, 1980, as a result of the inventory of the Personal Property and the assets of the Telephone Company described above, representatives of Anaconda and Crystal shall agree, in writing, to a total value for the Personal Property, and of any taxable personal property included in the assets of the Telephone Company, to be used in computing the Colorado Sales Tax due thereon at closing. In the event that the parties are unable to agree to such valuation, a mutually acceptable appraiser shall be selected by the parties and shall complete an appraisal of such property prior to closing. The valuation so established by the appraiser shall be final and used by the parties to compute the Colorado Sales Tax due. All costs of such appraisal, if any, will be shared equally by the parties, one-half to Crystal and one-half to Anaconda.

At least ten (10) days prior to closing, Anaconda shall give notice to all creditors of Crystal identified on the above-described list. Such notice shall comply with Sections 4-6-105 and 4-6-107 of the Colorado Uniform Commercial Code.

4. Closing. The closing of this purchase transaction shall be held on August 27, 1980, in Denver, Colorado at a time and place to be selected by Anaconda, or at any earlier date and time as may be mutually agreed upon by the parties in writing. At closing, Anaconda shall deliver to Crystal a check in the amount of Four Million Five Hundred Thousand Dollars (\$4,500,000.00), less Crystal's pro rata portion of 1980 real and personal property taxes on The Property, payable to Crystal Exploration and Production Company; and a check for the Colorado Sales Tax due with respect to the sale of the Personal Property, and any taxable personal property included on the assets of the Telephone Company. Crystal shall deliver to Anaconda the following documents, executed and acknowledged on behalf of Crystal:

(a) A good and sufficient Special Warranty Deed, in substantially the form of attached Exhibit E, conveying all of the Real Property to Anaconda;

(b) A good and sufficient Bill of Sale, in substantially the form of attached Exhibit F, conveying all of the Personal Property, the Data and the Drill Core to Anaconda, and conveying any portion of the Dumps and Tailings not effectively conveyed by such Special Warranty Deed;

(c) All assignments, quitclaim deeds or similar documents necessary to effectively transfer the Water Rights, the Other Interests and the Telephone Company to Anaconda;

(d) A good and sufficient Quitclaim Deed, in substantially the form of attached Exhibit G, conveying all of the Property to Anaconda;

(e) An opinion of corporate counsel that appropriate officers of Crystal have full power and authority to execute and deliver the Special Warranty Deed, Bill of Sale and Quitclaim Deed to Anaconda at closing; and

(f) Written notices of change of ownership and payment instructions, for mailing by Anaconda, addressed to each of the lessees identified pursuant to Paragraph 3(f) above.

Crystal will also deliver a check to Anaconda in the amount of the Unearned Rentals. The Data shall be delivered to Anaconda at the closing or may, at Crystal's option, be delivered to Anaconda at Rico or Denver prior to the closing. All drill core will be delivered to Anaconda at Rico on or before the date of the closing.

5. Warranties.

(a) Crystal represents and warrants that the instruments to be delivered to Anaconda at closing will convey and assign to Anaconda all of its surface and mineral rights and interests with respect to properties (excepting only the Gulf and Silver Glance Mining Claims, U.S. Mineral Survey No. 7111) owned by Crystal in Dolores County, Colorado. If such be not the case, Crystal agrees to promptly convey or assign such other property, rights or interests to Anaconda at closing, or at any time thereafter, without additional consideration.

(b) Crystal agrees that it will not, for a period of five (5) years from the date hereof, locate or otherwise acquire claims, rights or interests in or to lands situated within Dolores County, Colorado. If Crystal so does locate or otherwise acquire any such claims, rights or interests,

then Crystal agrees to promptly convey or assign such claims, rights, or interests to Anaconda, without additional consideration. The provisions of this Paragraph 5(b) shall not be applicable to any mineral right or interest acquired by Crystal which is limited, by the terms of the applicable instrument, only to exploration for or development of oil, gas and associated hydrocarbons.

(c) Crystal represents and warrants that it owns the Property free and clear of all liens, encumbrances, and conflicts of community property interests, or other interests, excepting only real or personal property taxes for 1980, due and payable in 1981, and the leases to be identified pursuant to Paragraph 3(f) above, and that it has full power and authority to enter into this agreement, and to convey the Property to Anaconda as herein provided.

(d) Crystal represents and warrants that all real and personal property taxes for 1979, and prior years, have been paid in full.

(e) Crystal represents and warrants that all Data and Drill Core will be delivered to Anaconda at or before the closing, and that Crystal will not retain copies of any of the Data.

(f) Crystal covenants and represents that it will fully comply with both the Colorado Uniform Commercial Code - Bulk Transfers and the Colorado Emergency Retail Sales Tax Act of 1935 to the extent those statutes apply to this purchase and sale transaction.

(g) The representations and warranties set forth in this Paragraph 5 shall survive any closing hereunder.

6. Notices and Communications. Any notice, transmittal of information or other communication given under this agreement shall be in writing and shall be delivered personally, or sent by certified mail, addressed as follows:

If to Anaconda:	The Anaconda Company 555 Seventeenth Street Denver, Colorado 80217 Attention: Manager, Mineral Lands Department
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If to Crystal:	Crystal Exploration and Production Company P.O. Box 21101 Shreveport, Louisiana 71120 Attention: Robert F. Roberts
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7. Successors and Assigns. All of the terms, covenants and conditions of this agreement shall inure to the benefit and be binding upon the respective successors, legal representatives and assigns of the parties.

8. Prior Agreement. This agreement shall have no current effect upon the agreement between The Anaconda Company and Rico Argentine Mining Company, a division of Crystal Exploration and Production Company, dated June 1, 1978, as amended by Amendment No. 1 dated October 20, 1978. Upon the conclusion of the closing provided for in Paragraph 4 above, title to the Property will be merged in Anaconda and the June 1, 1978 Agreement, as amended, will be deemed terminated and of no further force and effect. At that time a document, in recordable form, evidencing such termination shall be executed by the parties thereto.

9. Further Assurances. From time to time, upon reasonable request of the other, Anaconda and Crystal will execute and deliver to the other such documents and instruments, and provide such information, and take such other actions as reasonably may be necessary or advisable in order to promptly and completely carry out the purchase and sale transaction contemplated hereby.

10. Memorandum of Agreement. At Anaconda's request, Crystal will execute a Memorandum concerning this agreement for recording by Anaconda in Dolores County. Crystal will not record this agreement in Dolores County without the prior written consent of Anaconda.

11. Announcements. Neither party shall make any public announcement or statement concerning the making of this agreement, or any of the terms and provisions hereof, without the express prior written authorization of the other party.

12. Miscellaneous.

(a) Crystal will make no objection to any offer of employment Anaconda may, at its sole election, make to any current employee of Crystal located at Rico, Colorado.

(b) This agreement and all other instruments executed in furtherance of the transaction contemplated hereby, and the rights and obligations of the parties hereunder and under such other instruments, shall be governed in accordance with the laws of the State of Colorado.

(c) The invalidity or unenforceability of any portion or provision of this agreement shall in no way affect the validity or enforceability of any other portion or provision of this agreement.

(d) This agreement may not be amended or modified in any respect except by a written agreement signed by the parties.

(e) Anaconda and Crystal each represent and warrant to the other that they have the full power and authority to execute this agreement.

(f) All exhibits mentioned in this agreement shall be attached hereto and shall form an integral part hereof.

If you accept the foregoing offer, please indicate your acceptance by executing and returning the enclosed copy. After it has been so executed, it shall be a binding contract of purchase and sale between Crystal and Anaconda.

Very truly yours,

THE ANACONDA COMPANY

By /s/ G. A. Barber
G. A. Barber, Vice President

AGREED TO AND ACCEPTED this ____ day of June, 1980.

CRYSTAL EXPLORATION AND PRODUCTION COMPANY

By /s/ Robert F. Roberts
Title President



APPROVAL COPY

STATE OF COLORADO
City and
County of Denver

)
) ss.
)

The foregoing instrument was acknowledged before me on this 17 day of June, 1980, by G.A. Baldu, a V.P. President of The Anaconda Company, a Delaware corporation.

Witness my hand and official seal.

(A) James A. Spear
Notary Public

My commission expires Sept 26, 1983

STATE OF LOUISIANA

)
) ss.
)

Parish of Caddo

The foregoing instrument was acknowledged before me on this 17 day of June, 1980, by Robert F. Robb of the President of Crystal Exploration and Production Company, a corporation.

Witness my hand and official seal.

L. G. Cashey Jr.
Notary Public

My commission expires for L.G.

Attachments:

Exhibit A - Patented Mining Claims
Exhibit B - Unpatented Mining Claims
Exhibit C - Segregated Lands
Exhibit D - Rico Townsite Lands
Exhibit E - Special Warranty Deed
Exhibit F - Bill of Sale
Exhibit G - Quitclaim Deed

EXHIBIT A

TO LETTER AGREEMENT BETWEEN
THE ANACONDA COMPANY AND CRYSTAL
EXPLORATION AND PRODUCTION COMPANY

PATENTED CLAIMS

The following named patented lode, placer and millsite mining claims located in the Rico Mining District (also known as the Pioneer Mining District), Dolores County, State of Colorado, the United States Patent Numbers and the United States Mineral Survey Numbers of which are, and the Patent of which is filed in the Real Property Records of the Clerk and Recorder of Dolores County, Colorado, as follows:

<u>NAME</u>	<u>PATENT NO.</u>	<u>COUNTY RECORDS</u> <u>BOOK</u>	<u>PAGE</u>	<u>MINERAL</u> <u>SURVEY NO.</u>
ABG	20385	17	425	6726
Aetna	21734	17	411	6796
Alleghany	9588	17	283	1255
Alta (3/4 interest)	19105	34	313	6191
Apex	29042	34	117	11583A, 11583B
Argentine	37834	44	160	15233
Aspen	26020	34	105	6512
Avalanche	10488	17	338	1682
Aztec (lode)	10201	17	110	367A
Aztec (mill site)	10201	17	133	367B
Bald Eagle	28874	34	109	10122
Barnum	23558	Misc.	56378	7365
Bed Rock	28253	34	125	8030
Bell	28159	34	276	5911
Big Blue	23558	Misc.	56378	7365
Big Strike (1/2 interest)	23428	Misc.	57638	7601
Black Chief	10485	17	232	1649
Black Cloud	24538			8098
Black George	14477	Misc.	56381	2485
Black Hawk	12183	17	255	2060
Black Hawk Ext.	1111727	66	90	20568
Black Night	26510	34	277	8135
Bourbon	17909	17	433	5132
Brittle Silver	36682	34	249	7458
Buehler	1178832	90	449	20738
Bullion	23279	51	69	7599
Burchard	27326	34	141	8070
Caledonia	28874	34	109	10122
Cashier	37834	44	160	15233
Castleton	1179249	90	409	20740
Catalpa (1/2 interest)	8071	17	62	918

NAME	PATENT NO.	COUNTY RECORDS		MINERAL SURVEY NO.
		BOOK	PAGE	
Catskill	21923	34	1	7062
Cerebus	646888	51	17	19665
C.H.C. (15/16 interest)	9213	17	371	1040
C.H.R.	1179249	90	409	20740
Clan Campbell	16318	17	368	1897
Cobbler, The	17663	Misc.	57648	5274
Confidence	9722	17	168	1447
Confidence	20780	17	436	6895
Connecting Link	22442	Misc.	56372	7310
Contact	20780	17	436	6895
Contention No. 2	26956	34	69	7565
Cornucopia	32435	34	185	11667
Crebec	18911	17	431	6130
Cross	7927	Misc.	57645	940
Crown Point	23558	Misc.	56378	7365
C.S.H.H.	19757	34	253	6286
C.V.G.	20386	17	425	6725
Dayton	23427	34	207	2540
Dayton No. 2	33881	34	209	11636
D. & B.B.	25142	34	305	8539
Denver (1/2 interest)	23428	Misc.	57638	7601
Devide	1111727	66	90	20568
J.P.	14344	Misc.	56364	1980
Oude	22064	Misc.	56373	7049
Dudess	22064	Misc.	56373	7049
Durango	9254	17	311	1441
Eby	24278	34	301	7066
Eclipse (2/3 interest)	23114	34	33	7289
Ella D.	19106	Misc.	57647	5659
Enterprise	28422	34	97	5916
E.R.G. (2/3 interest)	22008	34	13	7013
Ethelena (229/256 interest)	18765	Misc.	56365	6136
Eureka	28924	34	113	6285
Eureka	11817	17	249	1880
Evening Star	26956	34	69	7656
Excelsior	9668	17	163	1451A
Excelsior	26905	34	281	8141
Excelsior No. 2	26905	34	281	8141
Excelsior (mill site)	9668	17	163	1451B
Exchequer	17909	17	433	5132
Falcon	12270	51	515	2151
Florence	9667	17	158	1452A
Florence (mill site)	9667	17	158	1452B
Fraction	30807	34	157	11814
Gem of Beauty	9663	17	389	1164
General O. O. Howard	16680	17	359	2478
General Logan	16416	17	353	2476

NAME	PATENT NO.	COUNTY RECORDS		MINERAL SURVEY NO.
		BOOK	PAGE	
General Sheridan	14426	17	249	2479
General Sherman	16417	17	357	2477
Gertie	9508	17	127	781
Gipsey	14476	17	275	2499
G.L.P.	28485	Misc.	57644	8017
Golden Age	34279	34	197	5956
Goliath	646888	51	17	19665
Grand View	6761	17	84	383
Half Loaf	28485	Misc.	57644	8017
Hal Pointer	28485	Misc.	57644	8017
Hard Scrabble	27326	34	141	8070
Harvey	9129	17	513	914
H.B. (2/3 interest)	22008	34	13	7013
H.C.P.	23635	Misc.	57637	7548
Helen C.	29929	34	149	7977
Hiawatha	28323	34	89	6393
Highland Chief	28485	Misc.	57644	8017
Homestake, Little Cora and Consolidated Placers	14903	17	308	410
Honduras (1/2 interest)	24157	34	297	7843
Hope	7929	17	22	939
Humboldt	37834	44	160	15233
Imp	21734	17	449	6796
Independent (1/2 interest)	23428	Misc.	57638	7601
Ingersol	11224	Misc.	57649	413
Iron Cap	14897	17	305	1428
Iron Rod	26509	34	285	8140
Isabella	12321	17	385	2039
James G. Blaine	37834	44	160	15233
Kearney	17744	Misc.	56368	5133
Kitchen	28322	34	85	5917
Last Chance	26020	34	105	6512
Last Chance	1111573	66	81	20567
Last Chance	27745			8622
Last Chance	1060874	34	317	20388
Laura	21317	34	61	5913
Leap Year	18985	34	261	6105
Lelia Davis	9765			1256
Lillie Bernard	20177	17	407	6406
Little Carrie	35680	34	217	6960
Little Casper	646888	51	17	19665
Little George	28485	Misc.	57644	8017
Little George Ext.	28485	Misc.	57644	8017
Little Jack Horner	1179249	90	409	20740
Little Johnny	28874	34	109	10122
Little Lulu	28485	Misc.	57644	8017
Little Maggie	27326	34	141	8070

NAME	PATENT NO.	COUNTY RECORDS		MINERAL SURVEY NO.
		BOOK	PAGE	
Little Maggie	10810	17	365	1211
Lone Tree	29858	34	137	12303
Lookout	10462	17	212	1683
Lota	19252	Misc.	56376	6154
Lottie	26323	34	269	8223
Lowland Chief	28485	Misc.	57644	8017
Maid of Australia	14553	17	325	1587
Major	6494	17	105	384
Mammoth	1107369	62	520	20500
Marquita	9666	17	189	1450
Martha	1115034	66	222	20619
Mary	19532	Misc.	56374	6205
Matchless	21733	Misc.	57642	6739
Melvina	8551	Misc.	56371	620
Merrimac	8170	17	56	926
Mervin	1115034	66	22	20619
Milan	9665	17	153	1449
Missouri	25321	34	53	7898
Monarch	1062424	60	459	20387
Mountain Boy	1062424	60	459	20387
Mountain Monarch	10013	17	144	1454
Mountain Spring				6129
Ic Intyre	29857	34	133	12302
N.A. Cowdrey	20180	34	293	6317
Nancy Hanks	28485	Misc.	57644	8017
New Discovery	10483	17	225	1461A
New Discovery (mill site)	10483	17	225	1461B
Night Watch	23277	34	25	5976
Nora Lilley	12559	51	517	1010
Ontario	19246	34	65	5923
Pay Master	8253	17	46	997 AM
Pelican	6702	17	95	363
Peru	9664	17	148	1455
Pewter Dollar	24538			8098
Phoenix	6701	17	90	362
Pigeon (5/8 interest)	7541	17	74	665
Pittsburgh	7928	17	17	941
Pluto (1/2 interest)	21101	Misc.	57643	6985
Premier	17909	17	433	5132
Princeton (63/64 interest)	19530	17	429	2258
Redeemer	30264	34	153	12304
Richmond	19395	17	403	6338
Rico	18415	17	359	1859
Robber State	10126	17	519	1464
Roger Trichborne	23828	34	41	7784
Royal Tiger	9859	Misc.	56366	1190
Royal Turk	27914	Misc.	56377	8020

NAME	PATENT NO.	COUNTY RECORDS		MINERAL SURVEY NO.
		BOOK	PAGE	
Santa Clara	7519	17	334	664
Santa Cruz	25864			6132
Saw Tooth	21734	17	449	6796
Selenide	36681	34	245	7459
Shehocton	28485	Misc.	57644	8017
Silver Age	40574	Misc.	56362	5831
Silver Belt	27914	Misc.	56377	8020
Silver Cache	11225	17	242	1655
Silver Glance	29519	Misc.	56375	6201
Silver Glance No. 2	29519	Misc.	56375	6201
Silver Glance No. 4	28485	34	10	7976
Skeptical No. 1	14292	17	314	1900
Slide	1179249	90	409	20740
Slide Top	1179249	90	409	20740
S.M.G.	29831	34	145	7986
Snow Flake	25700	Misc.	56380	5909
Snow Flake	19248	34	9	6216
Songbird	28294	34	81	6392
South Park (1/12 interest)	23203	Misc.	57640	1563
Stanley No. 1 (2/3 interest)	19393	34	309	6095
Stanley No. 2 (5/6 interest)	19393	34	309	6095
Stanley No. 3 (2/3 interest)	19393	34	309	6095
Star	19756	34	5	6199
Star Route	19104	34	177	5970
Stephanite	37553	34	253	7980
Stoney Point	16727	17	350	1489
Sun Up	18912	Misc.	56367	5910
Swansea	6580	Misc.	56370	434
Syndicate	17739	17	361	2185A
Thompson	29115	34	121	6394
Timberline	1179249	90	409	20740
Tip Top	9424	17	526	1248
Tom Thumb	1179249	90	409	20740
Trails End	1111727	66	90	20568
Triangle	1178833	90	463	20739
Triangle	1111575	66	84	20347
Uncle Ned	7747	17	507	915
Undine	8132	17	80	1090
Ute	21734	17	441	6796
Vestal	19531	Misc.	56383	6252
Wabash	7492	17	40	617
Wedge	1111574	66	83	20348
Weimer	20178	Misc.	57646	6513
Wellington	14343	17	321	2212
Wide Awake	19113	51	165	366
Worlds Fair	37834	44	160	15233
X-Ray	646888	51	17	19665
Yellow Jacket	6703	17	100	364
Zona K.	26370	34	273	8228
Zulu	9723	17	184	1457
Buckeye (1/6 interest)				7894
Mac (1/6 interest)				7894

EXHIBIT B

TO LETTER AGREEMENT BETWEEN
THE ANACONDA COMPANY AND CRYSTAL
EXPLORATION AND PRODUCTION COMPANY

UNPATENTED CLAIMS

The following named unpatented lode mining claims and tunnel-site locations located in the Rico Mining District (also known as the Pioneer Mining District), Dolores County, State of Colorado, the location notices of which are filed in the Real Property Records of the Clerk and Recorder of Dolores County, Colorado, and in the records of the Colorado State Office of the United States Bureau of Land Management at Denver, as follows:

<u>NAME</u>	<u>COUNTY RECORDS</u>	<u>BLM</u>	
	<u>BOOK</u>	<u>SERIAL NO.</u>	
	<u>PAGE</u>		
Ace (Amended)	123	275	CMC-138927
Alma	11	191	CMC-138928
Alma	4	147	CMC-138929
Alma	21	469	CMC-138930
Alma	31	488	CMC-138931
Amazon (Amended)	125	204	CMC-138932
Anaconda	21	419	CMC-138933
Anita S.	58	34	CMC-138934
Artic (Amended)	122	415	CMC-138935
August	67	376	CMC-138936
B & B	58	21	CMC-138937
Barney McCoy	21	272	CMC-138938
Beulah	31	489	CMC-138939
Bonaventure	42	22	CMC-138940
Brewer	31	483	CMC-138941
Bull Elk	58	107	CMC-138942
Canton	31	478	CMC-138944
Carrere	42	318	CMC-138945
Christmas	26	543	CMC-138947
City View	31	540	CMC-138948
Concordia	21	385	CMC-138950
Dawson	58	128	CMC-138953
De Coar	21	327	CMC-138954
Deuce (Amended)	123	274	CMC-138955
Doloresrico	114	260	CMC-138956
Duncan	26	455	CMC-138957
Earl Arthur	38	39	CMC-138958
E. G. Eyre	58	40	CMC-138960
Elk Horn	58	107	CMC-138961
Elk Horn	58	108	CMC-138962
Ellis	31	485	CMC-138963

<u>NAME</u>	<u>COUNTY RECORDS</u>		<u>BLM SERIAL NO.</u>
	<u>BOOK</u>	<u>PAGE</u>	
Florr (Flora)	58	40	CMC-138965
Fortune	26	454	CMC-138966
Gertrude	31	477	CMC-138968
Godet (Amended)	122	417	CMC-138969
Group Tunnel Site	11	140	CMC-138970
Hauser	42	314	CMC-138972
Headley	21	489	CMC-138973
Hibernia	31	472	CMC-138974
Hidden Treasure	58	191	CMC-138975
Hidden Treasure No. 1	71	402	CMC-138976
Hunt	31	483	CMC-138977
Hunter	58	179	CMC-138978
I Got It	75	232	CMC-138979
James Edward	58	39	CMC-138980
Jane	31	483 (477)	CMC-138981
Job Cooper (Amended)	122	452	CMC-138982
Joyce Country	26	147	CMC-138983
Jumbo No. 2	31	121	CMC-138985
Jumbo No. 3	31	227	CMC-138986
Katherine	58	150	CMC-138987
Klondyke	42	165	CMC-138988
Lance	31	541	CMC-138990
Leo No. 2	31	480	CMC-138994
Leo No. 3	31	479	CMC-138995
Lexington Tunnel			
Lode No. 18	31	475	CMC-138996
Lexington Tunnel Site	11	142-3	CMC-138997
Lexington Tunnel			
Lode No. 1	21	408	CMC-138998
Lillia D. (Amended)	130	127	CMC-138999
Lillian	42	88	CMC-139000
Linthicum	42	317	CMC-139001
Little Byron	42	396	CMC-139002
Lockhart	31	468	CMC-139003
Long Night	75	226	CMC-139005
L. S. Wood	31	127	CMC-138989
Luzon	31	541	CMC-139006
M & K	31	20	CMC-139007
Madam DeFarge (Amended)	130	129	CMC-139008
Manila	31	540	CMC-139009
Maud Marshall	21	387	CMC-139010
McCloskey	31	481	CMC-139011
McKelvey	31	479	CMC-139012
Mediterranean Tunnel Site	11	308	CMC-139013
Meyer	42	316	CMC-139014
Montezuma No. 2	21	373	CMC-139016
Mossback	58	194	CMC-139018
N & M	21	292	CMC-139020
Nutmeg (Amended)	122	418	CMC-139021
OK	21	407	CMC-139022

<u>NAME</u>	<u>COUNTY RECORDS</u>		<u>BLM SERIAL NO.</u>
	<u>BOOK</u>	<u>PAGE</u>	
Ophir	46	475	CMC-139025
Oversight (Amended)	46	512	CMC-139026
Potter	42	314	CMC-139027
Primero	21	309	CMC-139028
Pro Patria	31	22	CMC-139029
Pro Patria Tunnelsite	11	149	CMC-139030
Pro Patria No. 7	31	566	CMC-139031
Pro Patria No. 8	31	566	CMC-139032
Pro Patria No. 9	31	567	CMC-139033
Pro Patria No. 10	31	567	CMC-139034
Pro Patria No. 11	31	568	CMC-139035
Protection	31	486	CMC-139036
Protection No. 1	42	557	CMC-139037
Protection No. 2	42	558	CMC-139038
Protection No. 3	42	557	CMC-139039
Protection No. 4	42	556	CMC-139040
Ramco No. 1	58	188	CMC-139041
Ramco No. 2 (Amended)	130	124	CMC-139042
Ramco No. 3	58	189	CMC-139043
Ramco No. 4 (Amended)	130	123	CMC-139044
Ramco No. 5 (Amended)	130	122	CMC-139045
Ramco No. 6 (Amended)	130	121	CMC-139046
Ramco No. 7	58	225	CMC-139047
Ramco No. 8	58	228	CMC-139048
Ramco No. 9 (Amended)	122	408	CMC-139049
Ramco No. 10	75	193	CMC-139050
Ramco No. 11 (Amended)	122	409	CMC-139051
Ramco No. 12	122	410	CMC-139052
Ramco No. 13	122	411	CMC-139053
Ramco No. 14	122	412	CMC-139054
Ramco No. 15	122	413	CMC-139055
Ramco No. 16	122	414	CMC-139056
Ramco No. 17	122	483	CMC-139057
Ramco No. 18	122	484	CMC-139058
Ramco No. 19	122	485	CMC-139059
Ramco No. 20	122	486	CMC-139060
Ramco No. 21	128	297	CMC-139061
Ramco No. 22	129	128	CMC-139062
Ramco No. 23	130	120	CMC-139063
Ramco No. 24	130	119	CMC-139064
Ramco No. 25	130	118	CMC-139065
Ramco No. 26	130	117	CMC-139066
Ramco No. 27	148	499	CMC-139067
Ramco No. 28	148	500	CMC-139068
Ramco No. 29	149	1	CMC-139069
Ramco No. 30	149	2	CMC-139070
Ramco No. 31	149	3	CMC-139071
Ramco No. 32	149	4	CMC-139072
Ramco No. 33	149	5	CMC-139073
Ramco No. 34	149	6	CMC-139074

NAME	COUNTY RECORDS		BLM SERIAL NO.
	BOOK	PAGE	
Ramco No. 35	149	7	CMC-139075
Ramco No. 36	149	8	CMC-139076
Ramco No. 37	149	9	CMC-139077
Ramco No. 38	149	10	CMC-139078
Ramco No. 39	149	11	CMC-139079
Ramco No. 40	149	12	CMC-139080
Ramco No. 41	149	13	CMC-139081
Ramco No. 42	149	14	CMC-139082
Ramco No. 43	149	15	CMC-139083
Rider	31	484	CMC-139085
Robert E. Lee	4	498	CMC-139086
Rocky Mountain (Amended)	130	125	CMC-139087
Sachem	58	130	CMC-139088
Salt Lake	46	475	CMC-139089
Scotland	31	478	CMC-139090
September	71	403	CMC-139091
Sewickley	31	481	CMC-139092
Sheard (Amended)	129	441	CMC-139093
Shipman Fraction	42	317	CMC-139094
Shorty (Amended)	58	223	CMC-139096
Silver Creek	58	33	CMC-139098
Silver Swan	58	129	CMC-139099
Sinaloa (Amended)	122	450	CMC-139100
Skyline	58	193	CMC-139101
Slide	31	539	CMC-139102
Snow Flake	21	284	CMC-139104
Sundown	31	1	CMC-139107
Sundown	42	247	CMC-139108
Sunnyside	42	332	CMC-139110
Teller	31	486	CMC-139111
Toll	31	482	CMC-139113
T.S.	31	485	CMC-139114
Twilight	58	128	CMC-139115
Tyde	31	475	CMC-139116
Uinta (Amended)	58	223	CMC-139117
U. S. No. 1 (Amended)	126	493	CMC-139118
U. S. No. 2 (Amended)	126	494	CMC-139119
Vaile	31	484	CMC-139121
Virginia (Amended)	130	128	CMC-139122
Wallach	42	316	CMC-139123
Wamba	58	129	CMC-139124
William J. Bryan	42	2	CMC-139126
Williams	31	482 (382)	CMC-139127
Wilson	31	480	CMC-139128
Wittle	42	89	CMC-139129
Wolcott	31	487	CMC-139130
Ysabel (Amended)	122	416	CMC-139132
Zig Zag (Amended)	130	126	CMC-139133
Zimmerman	42	315	CMC-139134

And the following named unpatented lode mining claims located in said Rico Mining District, Dolores County, State of Colorado, the U.S. Mineral Survey numbers and Bureau of Land Management Serial Numbers of which are as follows:

<u>NAME</u>	<u>MINERAL SURVEY NO.</u>	<u>SERIAL NO.</u>
Sundown	819	CMC-139109
U. S. Grant	1063	CMC-139120
Montezuma	5804	CMC-139015
Tercero	6029	CMC-139112
"87"	6162	CMC-138959
Mikado	6215	CMC-139017
Snow Shoe	6215	CMC-139105
Sulphate	6215	CMC-139106
Revenue	6282	CMC-139084
Jumbo	6451	CMC-139984
Lone	7945	CMC-139004
Chance	7946	CMC-138946
Wonder	7947	CMC-139131
Compromise	7972	CMC-138949
California	7973	CMC-138943
Silver	7974	CMC-139097
Old Discovery	7975	CMC-139023
Grave Yard	7978	CMC-138971
Old Hickory	7979	CMC-139024
Fat Boy	7981	CMC-138964
N & G	7982	CMC-139019
Lean Boy	7983	CMC-138992
Smuggler	7984	CMC-139103
A. B. R.	7985	CMC-138926
D. H. M.	7987	CMC-138952
Contention	7990	CMC-138951
Wheeler	11556	CMC-139125
Leo	11557	CMC-138993
Shouldn't Wonder	11558	CMC-139095
Fraction No. 2	14281	CMC-138967
Last Opportunity	14388	CMC-138991

EXHIBIT C

TO LETTER AGREEMENT BETWEEN
THE ANACONDA COMPANY AND CRYSTAL
EXPLORATION AND PRODUCTION COMPANY

SEGREGATED LANDS

The following described patented fee lands located in Dolores County, State of Colorado, together with all surface and mineral rights, which are more particularly described by reference to Township, Range and Section (all with reference to the New Mexico Principle Meridian), as follows:

1. Township 41 North, Range 10 West
Section 14: SW1/4 NE1/4
NW1/4 SE1/4
(See document in Book 63, at page 79)
2. Township 41 North, Range 9 West
Section 31: N1/2
(See document in Book 63, at page 79)
- 3(A). Township 41 North, Range 10 West
Section 35: SE1/4 NW1/4
E1/2 SW1/4
Township 40 North, Range 10 West
Section 2: NE1/4 NW1/4
(See document in Book 63, at page 79)
- 3(B). Township 40 North, Range 10 West
Section 2: E1/2 SE1/4
(See document in Book 63, at page 79)
4. Township 40 North, Range 10 West
Section 20: SW1/4 SE1/4
Section 29: N1/2 NE1/4
NE1/4 NW1/4

And with respect to the following described patented fee land located in Dolores County, State of Colorado only the timber rights to the following described lands:

C-1. Township 41 North, Range 10 West, N.M.P.M.

Section 28: SW1/4 SW1/4

Section 29: S1/2 SE1/4

Section 32: E1/2 NW1/4

W1/2 NE1/4

EXHIBIT D

TO LETTER AGREEMENT BETWEEN
THE ANACONDA COMPANY AND CRYSTAL
EXPLORATION AND PRODUCTION COMPANY

RICO TOWNSITE LANDS

The property described in this Exhibit D shall include the mineral rights listed on Schedule D-1 below, as well as the surface rights identified on the attached Schedules D-2A and D-2B (which relate respectively to the Rico Townsite and to the Atlantic Cable Subdivision of that Townsite).

SCHEDULE D-1

Mineral rights only to the following described property, all located within the Rico Townsite, County of Dolores, State of Colorado:

BLOCK 1	LOTS 3,4 LOTS 5,6 LOTS 17 THRU 20 LOTS 21,22 LOTS 34 THRU 38 LOTS 39,40
BLOCK 2	LOTS 9,10 LOTS 11,12 LOTS 16,17,18
BLOCK 4	LOTS 4,5 LOTS 39,40
BLOCK 5	LOTS 12,13,14 LOTS 25 THRU 31
BLOCK 6	North 19 feet of LOTS 29,30 LOTS 31,32 LOTS 39,40
BLOCK 7	LOTS 21,22
BLOCK 8	LOTS 19,20
BLOCK 10	LOTS 17 THRU 26 LOTS 29 THRU 40
BLOCK 11	LOTS 1,2 LOTS 3,4 LOTS 11 THRU 20 LOTS 21 THRU 28 LOTS 29 THRU 32 LOTS 33,34

BLOCK 12	LOTS 2,3,4 LOTS 17 THRU 20 LOTS 23 THRU 26 LOTS 31 THRU 36 East 75 feet of LOTS 37,38,39,40
BLOCK 13	LOTS 39,40
BLOCK 14	LOTS 1,2,3 LOTS 4,5,6 LOT 7 LOTS 8 THRU 12 LOTS 13 THRU 16 LOTS 21,22,23 LOTS 24,25 LOTS 26 THRU 29 LOTS 30,31 LOTS 32,33 LOTS 34,35 LOT 36 LOTS 37,38,39,40
BLOCK 15	LOTS 6,7 LOTS 15,16 North 3/4 feet of LOT 17 LOTS 33,34
BLOCK 16	LOTS 1 THRU 4 LOTS 36,38
BLOCK 17	LOTS 1,24,25
BLOCK 18	LOTS 10 THRU 14 LOTS 15 THRU 24 LOTS 26,27 LOTS 28 THRU 40
BLOCK 19	LOTS 1,2,3 LOTS 6,7,8,9 LOTS 11,12 LOTS 30 THRU 34 LOTS 37 THRU 40
BLOCK 20	LOTS 9,21,22,28 LOTS 31,32,33 LOTS 36,37,38
BLOCK 21	LOTS 1 THROUGH 3 LOTS 4 THROUGH 15 LOTS 16,17 LOTS 18,19,20 LOTS 21,22 LOT 23 LOT 24 LOTS 25 THRU 36 LOTS 37,38 LOT 39 LOT 40

BLOCK 22	LOTS 1 THRU 10 East 1/2 of LOTS 17,18,19,20 LOTS 24,25,26 LOTS 27,28 LOTS 29 THRU 40
BLOCK 23	LOTS 1 THRU 6 LOTS 16,17,18,19,20
BLOCK 24	LOT 21 LOTS 22,23,24 LOT 25 LOTS 26 THRU 30 LOT 32 LOTS 33,34,35,36
BLOCK 25	LOT 5 LOTS 6 THRU 20 LOTS 21 THRU 34 LOTS 35 THRU 40 LOTS 35,36
BLOCK 26	LOTS 1 THRU 20
BLOCK 28	LOTS 1 THRU 5
BLOCK 29	LOTS 3,4,5,6
BLOCK 30	LOTS 21 THRU 40
BLOCK 38	LOTS 1 THRU 40
BLOCK 39	LOTS 13,38
BLOCK A	ADJOINS BLOCK 12
TRACT A	ADJOINS BLOCK A
TRACT B	ADJOINS BLOCK 19 and
TRACT C	COLUMBIA MILLSITE TRACT
TRACT D	ADJOINS ELLIOT MILLSITE TRACT, JOB COOPER TRACT and COLUMBIA MILLSITE TRACT.
R.G.S.	5.00 ACRES
MAX BOEHMER TRACT	7.40 ACRES
RICO SMELTING CO. TRACT	2.48 ACRES
A. E. ARMS TRACT	4.00 ACRES
PASEDNA MILL PROPERTY	
NORTH A.E. ARMS TRACT	13.11 ACRES
SOUTH A.E. ARMS TRACT	5.29 ACRES
TREMBLE TRACT	3.90 ACRES
ROYS TRACT (LESS 110'x140')	10.807 ACRES
R.G.S. TRACT SOUTH	1.00 ACRE
THOMPSON TRACT	1.68 ACRES
WINKFIELD TRACT SOUTH	4.495 ACRES
GRAVEYARD TRACT	7.81 ACRES
F.G. DAY TRACT	3.972 ACRES
WARNER K. PATRICK TRACT	2.78 ACRES
PASEDNA REDUCTION TRACT	4.48 ACRES
GROUP TRACT	13.786 ACRES
RIO GRANDE RAILROAD RIGHT OF WAY	
BEAN TRACT	

<u>MINING CLAIMS</u>	<u>U.S. PATENT NO.</u>
GROUP MILL SITE	11583B
ATLANTIC CABLE	1136
CHESTNUT	435
COLUMBIA M.S.	365B
EIGHTY-EIGHT	7348
ELLIOT	1536A
ELLIOT M.S.	1536B
EVENING CALL	8029
FRANKLIN (3/4 interest)	564
GOLDEN FLEECE	2261
GULCH	1513
HILLSIDE	7994
HILLSIDE No. 2	7994
HOME	8031
SAM PATCH	8031
LUCY	1456
MILLIE	7988
NEWMAN M.S.	436B
NEWMAN	436A
NEW YEAR	1538
RIVERSIDE	590
SHAMROCK	5832
SMUGGLER	5912
TELEGRAPH	780
W. L. STEPHANS	7017
YANKEE BOY	6969

Together with all mineral rights subadjacent to all streets, alleys and utility rights-of-way granted to the Town of Rico or to any public utility.

EXHIBIT E

TO LETTER AGREEMENT BETWEEN
THE ANACONDA COMPANY AND CRYSTAL
EXPLORATION AND PRODUCTION COMPANY

MINING DEED

THIS DEED, made this _____ day of August, 1980, between CRYSTAL EXPLORATION AND PRODUCTION COMPANY, a Florida corporation ("Crystal"), and THE ANACONDA COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware ("Anaconda"), whose street address is 555 Seventeenth Street, Denver, Colorado 80217;

W I T N E S S E T H:

That Crystal, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid by Anaconda, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto Anaconda, its successors and assigns forever, all of the following described real property situate, lying and being in the County of Dolores, and State of Colorado, to wit:

That real property legally described in Schedules 1 through _____, inclusive, attached hereto and by this reference made a part hereof.

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all of the estate, right, title, interest,

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claim and demand whatsoever, of Crystal, either in law or in equity, of, in and to the above bargained premises, with the hereditaments and appurtenances appertaining thereto; and all improvements and fixtures, mines, minerals, ores, veins, dips, spurs, angles and extra lateral rights, and all dumps, severed ore, rights, privileges and franchises thereto incident or therewith used and enjoyed;

CRYSTAL warrants the title thereto against all persons claiming to hold title by, through or under Crystal; and warrants that it owns such real property free and clear of all liens, encumbrances, and conflicts of community property interests, or other interests, excepting only real property taxes for 1980, due and payable in 1981; and agrees that this Mining Deed shall cover and extend to any further or additional right, title, interest or estate hereafter acquired by Crystal in and to the said premises or any part thereof;

TO HAVE AND TO HOLD, the said premises above bargained, sold, conveyed and described with the appurtenances, unto THE ANACONDA COMPANY, its successors and assigns forever.

IN WITNESS WHEREOF, the said Crystal Exploration and Production Company has hereunto set its hand and seal the day and year first above written.

CRYSTAL EXPLORATION AND PRODUCTION
COMPANY, a Florida corporation

[Corporate Seal]

By _____
Its _____

ATTEST:

Its _____

(Add appropriate corporate acknowledgement)

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EXHIBIT F

TO LETTER AGREEMENT BETWEEN
THE ANACONDA COMPANY AND CRYSTAL
EXPLORATION AND PRODUCTION COMPANY

BILL OF SALE

CRYSTAL EXPLORATION AND PRODUCTION COMPANY, a Florida corporation ("Crystal"), for and in consideration of Ten Dollars (\$10.00) and other valuable consideration in hand paid by THE ANACONDA COMPANY, a Delaware corporation, with offices at 555 Seventeenth Street, Denver, Colorado 80217 ("Anaconda"), the receipt and sufficiency of which are hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto Anaconda, its successors and assigns forever, the following property, goods and chattels (hereinafter called the "Property"):

The personal property, fixtures, equipment, improvements, rights-of-way, easements, licenses, approvals, permits, water rights, and other property described on attached Schedules 1 through _____, inclusive.

TO HAVE AND TO HOLD the same unto Anaconda, its successors and assigns forever. And Crystal, for itself, its successors or assigns, covenants and agrees to and with Anaconda, its successors or assigns, to WARRANT and DEFEND the sale of the Property hereby made unto Anaconda, its successors or assigns, against all and every person or persons claiming or attempting to claim the whole or any part thereof by, through or under Crystal, but not otherwise.

Anaconda is purchasing all of the Property on an as-is-where-is basis, and CRYSTAL HAS MADE NO REPRESENTATION OR WARRANTY

WITH RESPECT TO THE CONDITION OR SUITABILITY OF ANY TANGIBLE PERSONAL PROPERTY INCLUDED IN THE PROPERTY, AND ANACONDA IS ACQUIRING SUCH PROPERTY WITHOUT WARRANTY OF ANY KIND (EXCEPTING ONLY SPECIAL WARRANTIES WITH RESPECT TO CRYSTAL'S TITLE), EXPRESSLY INCLUDING ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, Crystal has hereunto set its hand and seal this ____ day of August, 1980.

CRYSTAL EXPLORATION AND PRODUCTION
COMPANY, a Florida corporation

By _____
Its _____

ATTEST:

Its _____

(Add appropriate corporate acknowledgement)

EXHIBIT G

TO LETTER AGREEMENT BETWEEN
THE ANACONDA COMPANY AND CRYSTAL
EXPLORATION AND PRODUCTION COMPANY

QUITCLAIM DEED

THIS DEED, made this _____ day of August, 1980, between CRYSTAL EXPLORATION AND PRODUCTION COMPANY, a Florida corporation ("Crystal"), and THE ANACONDA COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware ("Anaconda"), whose street address is 555 Seventeenth Street, Denver, Colorado 80217;

W I T N E S S E T H:

That Crystal, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid by Anaconda, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and quitclaimed, and by these presents does grant, bargain, sell, quitclaim and confirm unto Anaconda, its successors and assigns forever, the following described property situate, lying and being in the County of Dolores, and State of Colorado, to wit:

All property, of whatsoever character real, personal or mixed, owned by Crystal (or by its division, Rico Argentine Mining Company), not otherwise conveyed by that certain Mining Deed from Crystal to Anaconda of even date herewith and that certain Bill of Sale from Crystal to Anaconda of even date herewith, and excepting only The Gulf Patented Lode Mining Claim and the Silver Glance Lode Mining Claim (U.S. Mineral Survey No. 7111), without any other exception or reservation whatsoever.

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all of the estate, right, title, interest, claim and demand whatsoever, of Crystal, either in law or in equity, of, in and to the above bargained premises, with the hereditaments and appurtenances appertaining thereto; and all improvements and fixtures, mines, minerals, ores, veins, dips, spurs, angles and extralateral rights, and all dumps, severed ore, rights, privileges and franchises thereto incident or therewith used and enjoyed;

TO HAVE AND TO HOLD, the said premises above bargained, quitclaimed and described with the appurtenances, unto THE ANACONDA COMPANY, its successors and assigns forever.

IN WITNESS WHEREOF, the said Crystal Exploration and Production Company has hereunto set its hand and seal the day and year first above written.

CRYSTAL EXPLORATION AND PRODUCTION
COMPANY, a Florida corporation

[Corporate Seal]

By _____
Its _____

ATTEST:

Its _____

(Add appropriate corporate acknowledgement)

Exhibit B

CLOSING AGREEMENT

THIS CLOSING AGREEMENT (this "Agreement") is by and between the CRYSTAL EXPLORATION AND PRODUCTION COMPANY, a subsidiary of the CRYSTAL OIL COMPANY ("Crystal") and THE ANACONDA COMPANY ("Anaconda").

RECITALS

A. Crystal and Anaconda have this day closed the sale and purchase of substantially all the assets of Crystal in Dolores County, Colorado, including the assets of the Rico Argentine Mining Company, a division of Crystal.

B. The parties hereto desire to set forth their understandings concerning certain matters relating to the transaction.

AGREEMENT

In consideration of the Recitals, the sale and purchase of Crystal's assets, and the execution and delivery of several deeds, it is hereby agreed as follows:

1. Paragraphs 3(e) and 5(g) of the June 17, 1980 Purchase and Sale Contract ("Contract") provide that Crystal must comply with the requirements of the Colorado Bulk Transfers Act, Colo. Rev. Stat. (1973) §§4-6-101 et seq. Paragraph (3) of the Contract provides that Anaconda must provide the statutory notice to Crystal's creditors at least ten days prior to the transfer. It is agreed by and between the parties hereto that compliance with the requirements of the Bulk Transfers Act be waived and that, in consideration of such waiver, Crystal shall indemnify and hold harmless Anaconda against and in respect of any and all actions, suits, proceedings, claims or demands by the creditors of Crystal arising by virtue of this waiver. Said agreement is reflected in a letter from Crystal to Anaconda dated August 27, 1980 and entitled "Waiver of Colorado Bulk Sales Act Requirements."

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2. It is understood that the NPDES Discharge Permit (No. CO-0029793) issued by the Colorado Department of Health and held by the Rico Argentine Mining Company should be transferred to Anaconda at or shortly after the closing date. The parties have agreed to the following procedure, which is in accordance with certain provisions set forth in the permit, in order to secure its transfer: Crystal has notified the permit transferee, Anaconda, of the permit transfer by letter agreement duly signed and executed by an appropriate Crystal officer. The permit transfer date has been established as August 27, 1980 or as soon thereafter as possible consistent with state and federal law. Said letter complies with the notice requirements set forth in the permit itself and in the applicable Colorado NPDES regulations. The parties have also executed an "Application for Transfer and Acceptance of Terms of NPDES Permit" as required by the Water Quality Control Division of the Colorado Department of Health.

In the event it is subsequently determined that the "permit-transfer" provisions of EPA's Consolidated Permit Regulations, 40 C.F.R. Part 122 (45 Fed. Reg. 33418 et seq.), apply to the transfer of an existing state discharge permit issued by the Colorado Water Quality Control Division, Crystal and Anaconda hereby agree to comply with those provisions including the submission of any necessary forms or applications and further agree to take any additional steps necessary to effect the transfer of the permit to Anaconda.

3. It is understood by the parties that the Colorado Water Quality Control Division (CWQCD) may be contemplating the imposition of compliance requirements on and/or the commencement of enforcement actions against the owner-operator of certain mining facilities, namely a mill located on a tributary of the Dolores River known as Silver Creek

and two tunnels known as the Blaine Tunnel and the St. Louis Tunnel, generally located along or near the Dolores River in Rico, Colorado as a result of certain NPDES permit violations alleged to have occurred at these facilities. The present owner-operator of these facilities is the Rico Argentine Mining Company. In recognition of the fact that the NPDES permit covering these facilities (i.e., No. CO-0029793) will be transferred to Anaconda on or shortly after August 27, 1980, the parties hereto have agreed, with respect to all possible liabilities associated the alleged permit violations, as follows:

a) If any criminal or civil penalties are assessed against the owner-operator of the above-mentioned facilities pursuant to Sections 25-8-608 or 25-8-609 of the Colorado Revised Statutes (1973), or pursuant to Sections 309(c) or 309(d) of the Federal Clean Water Act, and if such penalties are based on permit violations occurring before August 27, 1980, Crystal shall be liable for said penalties and shall be responsible for payment of such penalties to the appropriate state or federal agency; provided, however, that in no event shall Crystal's liability for the penalties or any other costs exceed thirty thousand dollars (\$30,000.00). If, for any reason, the penalties and costs imposed as a result of such violations exceed thirty thousand dollars, Anaconda shall be liable for such excess. Crystal shall not be liable for any penalties or costs imposed as a result of violations which occur after August 27, 1980, even if the NPDES permit presently held by the Rico Argentine Mining Company has not been effectively transferred to Anaconda by that date.

b) Crystal covenants and agrees that it will provide Anaconda with such "administrative" assistance as Anaconda may require in responding to, or resolving any disputes or requests, orders or actions brought or issued by

the Colorado Department of Health or EPA in connection with any permit violations alleged to have occurred before August 27, 1980. Such assistance may include supplying information relevant to the alleged violations to appropriate agencies or negotiating with said agencies. Crystal shall have the right to refuse to provide assistance if it determines in good faith that such assistance would pose significant financial or administrative burdens.

c) Anaconda shall be solely and fully responsible for any and all compliance requirements imposed, in response to permit violations which occur either before or after August 27, 1980, by either the Colorado Department of Health or EPA, including, without limitation, clean-up orders or the installation of pollution control facilities, devices, plans or programs. In no event shall Crystal be liable for or subject to, either directly or indirectly, any such compliance costs or requirements.

4. With respect to the International Flatbed Truck, identified by Crystal Equipment Number 49019, for which no Colorado Certificate of Title exists, Crystal has agreed to take the steps necessary to obtain such a Certificate of Title. The procedures for obtaining a Colorado Certificate of Title have been initiated and, by letter dated August 27, 1980, Crystal has acknowledged its intention to assign and deliver the Colorado Certificate of Title to the truck to Anaconda once the said Certificate is obtained.

5. Crystal and Anaconda have agreed, in light of the uncertainty surrounding the nature of Crystal's right, title and interest in and to certain of the properties contracted to be sold, including certain town lots, patented and unpatented claims and water rights, to modify the nature and extent of the warranties and deeds under which the properties are to be conveyed.

a) The June 17, 1980 Contract requires Crystal to execute, acknowledge and deliver a special warranty deed

in substantially the form of an exhibit attached to the Contract and identified as "Exhibit E." The warranty set forth in the Exhibit E "Mining Deed" is essentially a general warranty. The parties hereto hereby agree that certain of the real property described in Schedules 1, 2, 3, 4 and 5 to be sold under the Contract shall be conveyed by a bargain and sale deed and that Crystal shall extend special warranties to only those properties described in Schedules 1, 3 and 4 with the exception that special warranties are not extended to the mineral rights underlying the following properties listed in Schedule 4: Block 2, Lot 16; Block 19, Lots 6, 7, 8, 9, 11 and 12; Block 10, Lots 30 through 40; Block 11, Lots 1, 2, 12, 27, 28, and 34; Block 15, Lot 33; and, Block 24, Lots 33 through 36. Said schedules are all attached to the deed executed, acknowledged and delivered on August 27, 1980 and referred to as a "Mining Deed." Anaconda hereby agrees that it will provide written notice of such exceptions to Crystal's special warranties to any subsequent purchaser of any of the properties listed in this paragraph.

b) The Contract requires that all personal property, the data and drill core and that portion of the dumps and tailings not effectively conveyed by the Mining Deed be conveyed by a Bill of Sale in substantially the form of an exhibit attached to the Contract and identified as "Exhibit F." Since a Bill of Sale in the form of Exhibit F would, if executed, acknowledged and delivered, convey certain real as well as personal property, the parties have agreed that the Bill of Sale to be executed, acknowledged and delivered by Crystal shall be modified so as to convey only personal property, data and drill core and that portion of the dumps and tailings considered to be personal property under Colorado law.

c) It is understood that title to some of the property to be sold and purchased under the terms of the

Contract is vested in the Rico Development Co., Inc. By letter dated August 15, 1980, Anaconda indicated its willingness to accept a conveyance of such properties directly from Rico Development Co., Inc. and to forego a requirement that title pass through Crystal Exploration and Production Company. Anaconda made this acceptance contingent upon the occurrence of two events: first, that Crystal deliver a deed executed and acknowledged by the Rico Development Co., Inc., conveying all Rico Development Co., Inc.'s right, title and interest in the properties shown by Anaconda's title examination to be owned by Rico Development Co., Inc., and; second, that Crystal agree in writing to extend the same warranties contained in the Mining Deed to the property conveyed by the Rico Development Co., Inc. Deed and that such warranties would be enforceable against Crystal without regard to the fact that title to the properties had not passed through Crystal.

Crystal has agreed to the terms proposed by Anaconda. Any property shown to be held by Rico Development Co., Inc. shall be conveyed directly to Anaconda by deed, in recordable form, executed and acknowledged by Rico Development Co., Inc. Crystal has further agreed that the warranties covering the properties conveyed under the deed from Rico Development Co., Inc. shall be enforceable against Crystal even though the property was conveyed by Rico Development Co., Inc. directly to Anaconda.

d) The parties have agreed that any remaining property of Crystal in Dolores County which is not conveyed by the Rico Development Co., Inc. deed or ^{The} Mining Deed, or by the Bill of Sale, shall be conveyed by a separate Quitclaim Deed.

e) Paragraph 5(g) of the Contract provides that the representations and warranties set forth elsewhere in the Contract shall survive the closing of the transaction. Since the parties have agreed to modify the warranties



provided for in the Contract and since the effect of Paragraph 5(g) in its present form is to continue in force and effect those representations and warranties in their unmodified form beyond the closing date, said paragraph is inconsistent with the intent of the parties. It is agreed by the parties hereto that Paragraph 5(f) shall be considered to be modified in accordance with Section 1 above, and with a letter agreement dated August 27, 1980 entitled "Waiver of Colorado Bulk Transfers Act Requirements"; and, that Paragraph 5(c) shall be considered to be modified so that the warranties thereunder are limited to those set out in the Mining Deed executed, acknowledged and delivered on August 27, 1980; and that, as so modified, the representations and warranties set forth in Paragraph 5 shall survive the closing.

6. Anaconda is aware of certain conflicts in and about the Rico Townsite which affect certain properties described either on Schedule 4 to the Mining Deed or on Exhibit "A" to the separate deed from Rico Development Co., Inc. It is agreed by the parties hereto that the "by, through and under" warranty contained in the mining deed or in the Rico Development Co., Inc. deed shall not extend, in any event, to any of the conflicts described below:

a) With respect to Block 18, Lot 25, Block 19, Lots 35 and 36, and Block 20, Lots 29 and 30 (an unsubdivided area) a conflict exists with Mr. Kendrick, who claims some right in or under these lots pursuant to Treasurer's Deeds. Moreover, in Block 20 there may be a conflict with respect to the minerals underlying Lots 23-27.

b) With respect to parcel No. 026 of the Atlantic Cable Subdivision, a conflict exists with Messrs. Olsen and Kelnhafer, involving an improvement which apparently intrudes on to that parcel from Block 23, Lot 5. This conflict apparently is by way of an encroachment from the Olsen and Kelnhafer property on to the subject lot.

c) The Atlantic Cable Subdivision boundary was apparently incorrectly drawn such that portions of Block 24,

Lots 35 and 36, owned by Mr. Sheridan, are inadvertently included within that Subdivision.

d) Lot 34 of Block 24 is a lot owned by Rico Argentine Mining Company on which is located the Catholic Church building.

e) Lots 1 through 4 of Block 25 are the subject of a conflict with the Stampfel Estate, which apparently claims some interest under Treasurer's Deeds. Block 16, Lot 26 and Block 19, Lots 1 through 5 are also subject to conflicts with the Stampfel Estate, and the Rio Grande and Southern Railroad right-of-way acquired by Rico Argentine Mining Company through the Railroad Receiver's Deed may be subject to a conflict, as said right-of-way crosses the Dolores Placer owned by the Stampfel Estate.

f) With respect to Block 12, Lots 37 through 40, a conflict exists with Messrs. Litton and Gilbreath as to the West 25 feet of each lot. These two individuals claim an interest in the West 25 feet of each of these lots by some instrument of conveyance which apparently contains an erroneous description.

g) With respect to Block 12, Lots 37 through 40, one of the deeds in Rico Argentine's chain of title to these lots incorrectly refers to the "East 25 feet" rather than the "West 25 feet," and to the "West 75 feet" instead of the "East 75 feet" of said lots.

h) Block 14, Lots 13 through 16 have been conveyed by Rico Development Co., Inc., but the deed confirming that conveyance has not yet been recorded by the purchaser.

i) With respect to Block 2, Lots 16 and 17, there is a conflict with Mr. Pettingill, a portion of whose house and fence is located on these lots and who claims an interest in the minerals under these lots.

j) With respect to Block 9, "Lots" 17 through 19 (an unsubdivided area), a conflict exists with Mr. Pyle who claims some right in these "lots" pursuant to a deed. These

"lots" conflict with a portion of the New Year Lode Claim within the Rico Townsite.

k) The Thompson Tract is to be sold under a pending contract of sale with Edward Merritt, and is currently being resurveyed because of a problem created by reliction of the Dolores River.

l) In County Deed at Book 95, Page 600, and Treasurer's Deed at Book 104, Page 161, the county and the treasurer conveyed the surface only to the following properties within the Townsite, and some question exists as to ownership of the oil, gas and minerals under these lots, to wit:

Block 2, Lot 16

Block 19, Lots 6, 7, 8, 9, 11 and 12

Block 10, Lots 30 through 40

Block 11, Lots 1, 2, 12, 27, 28, 33 and 34

Block 15, Lot 33

Block 24, Lots 33, 34, 35 and 36.

7. As evidenced by Paragraph 2 of the letter agreement effective as of June 17, 1980, modifying the terms of the Contract, the parties are aware that the closing of this transaction is not contingent on approval by the Colorado Public Utilities Commission of the transfer of the assets of the Rico Telephone Company to Anaconda. Crystal and Anaconda have agreed that Crystal will conditionally transfer and assign all right, title and interest in the assets of the Rico Telephone Company to Anaconda at closing by the Quitclaim Deed and Bill of Sale dated August 27, 1980. The parties are aware that said transfer and assignment is subject to the written approval of the Colorado Public Utilities Commission. The parties agree to cooperate in taking the necessary steps to secure the approval of the Public Utilities Commission of Colorado as expeditiously as possible.

The parties further agree that in the event the Public Utilities Commission fails to authorize the sale of the assets of the Rico Telephone Company, or fails to approve the continued operation of said company after consummation of the sale transaction, then said transaction shall be rescinded and all right, title and interest in the assets of the Rico Telephone Company shall revert to Crystal.

8. Crystal has agreed to transfer and assign to Anaconda all right, title and interest of Crystal in the names "Rico Telephone Company," and "The Rico Telephone Company," together with all good will associated therewith. However, it is understood that such transfer and assignment shall not be effective unless and until the Public Utilities Commission of Colorado approves the transfer of the assets of the Rico Telephone Company from Crystal to Anaconda.

9. With respect to the requests directed to Anaconda from the Mined Land Reclamation Division ("Division") of the Colorado Department of Natural Resources to conduct an inventory of inactive mines on the property presently belonging to the Crystal Exploration and Production Company, the parties have agreed that it would be inappropriate for Anaconda to grant permission to the Division to inspect Crystal's property and that it would be more appropriate for both Crystal and Anaconda to refuse to grant the Division permission to enter the land to conduct the inventory until after the date on which the transaction has been closed. Once the transaction has been closed, Anaconda will own the property on which inactive mines are allegedly located and will have full authority to grant or deny entry to the Division, and to control the conditions of entry.

10. Paragraph 2 of the Contract provides that Anaconda will deliver to Crystal at closing a check covering the sales tax due on the personal property conveyed by Crystal to Anaconda. The parties have agreed, since titled vehicles

are separately taxed for purposes of the Colorado Sales Tax at the time a new Certificate of Title is requested, that Anaconda will be responsible for paying all sales tax due on the vehicles for which a Certificate of Title exists and that Anaconda will pay such tax at the time it registers the vehicles and requests a new Certificate of Title. With respect to vehicles for which no title exists, the taxable value of such vehicles has been added to the Personal Property Inventory and the sales tax will be paid at closing.

11. It is understood by the parties hereto that during the August, 1979 exchange of properties between Crystal and the Town of Rico the surface rights to a small parcel of land, identified as the East twenty feet of Lots 5 through 20, Block 28, Rico Townsite, were erroneously omitted in the conveyance from Crystal to Rico. Since Crystal still owns these lands, all right, title and interest thereto will pass to Anaconda under the Mining Deed. Anaconda hereby agrees that, subsequent to consummation of this transaction, it will deliver to the Town of Rico its quitclaim deed, in substantially the form of the attached Item A, conveying the surface rights only in this parcel, more particularly described as the East 20 feet of Lots 5 through 20, Block 28, Rico Townsite, also being within the N.W. 1/4 of Sec. 36, T. 40 N., R. 11 W., N.M.P.M.; Dolores County, Colorado, and containing 8,000 square feet, more or less.

12. Crystal and Anaconda agree, with respect to the following matters which may be pending or continuing subsequent to the closing of this transaction, that:

a) Anaconda shall have no obligation with respect to the dispute with Mr. Pettingill concerning Lot 16 of Block 2, which lot is owned by the Rico Development Co., Inc. The surface rights to said lot will not be conveyed to Anaconda and, in the event it is determined the surface rights to this lot have passed to Anaconda, Anaconda hereby covenants and agrees that it will upon request, without

additional consideration, deliver to Crystal its quitclaim deed conveying the surface rights to said lot to Crystal.

b) Anaconda shall have no obligation to defend any breach of warranty action or other action which may be brought by a purchaser of Lot 17 of Block 15 on the ground that the Rico Community Church building is located on the North 20 feet of said lot.

c) Crystal shall have no further obligation with respect to any quiet title actions pending or to be filed in Dolores County in which it has been named as plaintiff, and Crystal shall be removed as a party of record. Anaconda shall have the discretionary right to determine whether to continue the quiet title actions as a party of record.

d) Crystal shall not be subject to any other obligations or responsibilities with respect to the properties involved in this transaction subsequent to closing, except as otherwise specified in this Closing Agreement.

IN WITNESS WHEREOF, the parties have executed this Closing Agreement at Denver, Colorado on this 27th day of August, 1980.

CRYSTAL EXPLORATION AND
PRODUCTION COMPANY

By 

THE ANACONDA COMPANY

By 

Gen. Mgr. President

QUITCLAIM DEED

THE ANACONDA COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and authorized to do business as a foreign corporation in the State of Colorado, whose address is 555 Seventeenth Street, Denver, Colorado, 80217, for the consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, hereby sells, transfers, conveys and quitclaims to the TOWN OF RICO, a Municipal Corporation whose address is: Rico, Colorado, 81332, County of Dolores, and State of Colorado, the following real property in the County of Dolores, State of Colorado, to wit:

A tract of land being the East 20 feet of Lots 5 through 20, Block 28, Rico Townsite, also being within the NW 1/4 of Sec. 36, T. 40 N., R. 11 W., N.M.P.M., Dolores County, Colorado, and containing 8,000 square feet, more or less.

Excepting and reserving from all of the above described property all oil, gas, minerals, carbon dioxide, and geothermal resources together with the right of ingress and egress to explore for, mine, and develop all of the same.

Executed this _____ day of _____, 1980.

[Corporate Seal]

THE ANACONDA COMPANY, a
Delaware corporation

By _____

Its _____

ATTEST:

Its _____

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me
this ____ day of _____, 1980, by _____
as _____ of THE ANACONDA COMPANY, a Delaware
corporation.

WITNESS my hand and official seal.

Notary Public

(SEAL)

My commission expires _____.

RAM01500